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COMM

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Grants Lake TownhomesGRANTS LAKE
SECTION ONE
SUPPLEMENTAL AMENDMENT

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This Supplemental Amendment is made this the 12th day of October, 1983, by SUGARLAND PROPERTIES INCORPORATED (hereinafter called "Declarant"), TRENDMAKER HOMES, INC. (hereinafter called "Trendmaker"), STANDARD PACIFIC OF TEXAS, INC. (hereinafter called "SPT"), and PULTE HOME CORPORATION (hereinafter "Pulte").

WHEREAS, Declarant executed on the 18th day of June, 1982, a Declaration of Covenants, Conditions and Restrictions for First Colony (the "Declaration"), as the same was filed for record in the office of the County Clerk of Fort Bend County, Texas in Volume 1059, Page 152, of the Deed Records of Fort Bend County, Texas, on the 22nd day of June, 1982; and,

WHEREAS, Declarant is the owner of Reserve A, and the Landscape Reserves in Grants Lake, Section One, a subdivision in Fort Bend County, Texas, according to the Map thereof recorded in Volume 28, Page 10, of the Map Records of Fort Bend County, Texas, and being a portion of the real property described in the Declaration; and,

WHEREAS, Trendmaker is the owner of Reserve C in Grants Lake, Section One, a subdivision in Fort Bend County, Texas, according to the Map thereof recorded in Volume 28, Page 10, of the Map Records of Fort Bend County, Texas, and being a portion of the real property described in the Declaration; and,

WHEREAS SPT is the owner of Reserves E and G in Grants Lake, Section One, a subdivision in Fort Bend County, Texas, according to the Map thereof recorded in Volume 28, Page 10, of the Map Records of Fort Bend County, Texas, and being a portion of the real property described in the Declaration; and,

WHEREAS, Pulte is the owner of Reserve F, in Grants Lake, Section One, a subdivision in Fort Bend County, Texas, according to the Map thereof recorded in Volume 28, Page 10, of the Map Records of Fort Bend County, Texas, and being a portion of the real property described in the Declaration; and

WHEREAS, all eight (8) of the above referenced reserves (the "Property") are part of First Colony Community Services Association Inc. and are included within the First Colony Community; and,

WHEREAS, Article IV of the Declaration permits the addition of restrictions to particular portions of the Property and the designation of the same as a Neighborhood; and,

WHEREAS, the parties hereto desire to specify the use of the above referenced Property by this Supplemental Amendment;

NOW THEREFORE, Declarant, Trendmaker, SPT and Pulte do hereby declare as follows:

1. The Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the same being herein incorporated by reference for all purposes), and additionally this Supplemental Amendment.
2. The Property shall hereinafter be known as and a part of the Grants Lake, Section One Neighborhood of First Colony.
3. The Property shall be subject to the following use limitations:
 - a. Residential Limitation: The Property shall be used for residential dwellings and no other purpose. The Reserve, which is designated as a Landscape Reserve, shall be used as Common Area of the Association and no other purpose.
 - b. Improvement Limitations: The Property shall be constructed in accordance with all recorded plats. All plats shall be submitted to the Declarant for its approval prior to recording of the plats.
 - c. Minimum Square Footage Within Improvements: Each Residential Unit, as defined in the Declaration, must have at least 750 square feet in interior living area. 500 sq ft

[Handwritten signatures and initials]

- d. Density of the Improvements: Reserves A and C of the Property shall be limited to twenty (20) units per gross acre of land, and Reserves B, D, E, F, and G of the Property shall be limited to fifteen (15) units per gross acre.
 - e. Maximum Allowable Height of the Buildings: No Residential Unit in the Property shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus the roof.
 - f. Walls and Fences: If walls and fences are to be provided along the street frontage property lines of the Property, then such wall or fencing shall be of masonry or a combination of masonry and iron construction. All walls or fencing constructed along non-street frontage property lines shall be (i) of an open fence style of construction, (ii) which fence style has been approved by the Architectural Control Committee, and (iii) planted with hedges or vines. The construction of any such walls and fences shall be at the sole option of the owner of the reserves of the Property.
 - g. Associations: Notwithstanding anything to the contrary contained in any condominium or townhouse associational documents, the First Colony Community Services Association, Inc. must give its written approval prior to the recordation of any documents related to a condominium or townhouse owner's association.
 - h. Neighborhood Committee: If the Grant's Lake, Section One Neighborhood desires a Neighborhood Committee, one (1) person from each townhouse or condominium association may become a member of the Grant's Lake, Section One Neighborhood Committee. Each such person on the Neighborhood Committee shall be an officer or board of director member of a Grant's Lake, Section One townhouse or condominium association.
4. The Property shall be subject to the following Covenant for Transportation Charges.
- a. Creation of the Lien and Personal Obligation of Charges. Declarant hereby covenants, and each Owner of any portion of the Properties by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay certain Transportation Charges, as such term is herein defined, to be established and collected as hereinafter provided. The Transportation Charges, and reasonable attorney's fees, shall be a charge on the land and shall constitute a continuing pre-existing vendor's lien retained in favor of Declarant upon the property against which each such Transportation Charge is made. This lien shall be assigned to the Recipient and Administrator of the

Transportation Charges as hereinafter set forth.

Payment of each such Transportation Charge, together with accrued but unpaid interest on delinquent charges at the rate specified for judgments in Texas, and reasonable attorney's fees, shall also be the personal obligation of the person, as such term is herein defined, who was the Owner of such property at the time when the Transportation Charge became due and payable. The personal obligation for payment of a delinquent Transportation Charge shall not pass to such person's successors in title unless expressly assumed by them.

An action of law may be brought against the Owner personally obligated to pay said Transportation Charge and/or the lien against the property thereby encumbered may be foreclosed. Each such Owner, by his acceptance of a deed to any such parcel, hereby expressly vests in Declarant the vendor's lien provided for in this Article, together with the right and power (i) to bring all actions against an Owner personally liable for the payment of the charge in order to enforce the collection of such Transportation Charges as a debt and (ii) to enforce in the aforesaid lien by all methods provided by law for the enforcement of such liens including, but not limited to, judicial foreclosure by an action brought in the name of the then Recipient and Administrator of the Transportation Charges, such judicial foreclosure to be instituted and carried forth in a like manner as a foreclosure of a Mortgage or deed of trust lien on real property. Each such Owner hereby expressly grants a power of sale in connection with the said lien. No Owner may waive or otherwise escape liability for the Transportation Charges provided for herein by abandonment of his property.

- b. Purposes of Charges. Funds provided by the transportation Charge shall be used exclusively (i) to furnish transportation services and (ii) to promote the utilization of various systems of transportation in order to best meet the domestic, educational, recreational, and leisure needs of the users of such systems in the manner deemed most appropriate by the Recipient and Administrator of the Transportation Charges, as such term is hereinafter defined. The expenditure of such funds may be utilized for, but shall not be limited to, studying, establishing, operating, maintaining and doing any other things necessary or desirable which are deemed appropriate by the Recipient and Administrator of the Transportation Charges, in providing transportation facilities and systems.
- c. Maximum Annual Rate of Transportation Charges. Upon commencement of the Transportation Charges in accordance with the terms of this

Article, the maximum annual Transportation Charge per Lot, Residential Unit, Commercial Unit, Tract or other parcel of real estate so encumbered shall be an amount no greater than Twenty-Five Cents (\$0.25) per One Hundred Dollars (\$100.00) of value of each such parcel, together with any and all Improvements situated thereon, with same being assessed at One Hundred percent (100%) of appraised market value. Personal property shall be specifically excluded in calculating the assessed value of the property hereby encumbered. The market value of the land and Improvements for purposes of calculating a Transportation Charge against each parcel of real estate so encumbered shall be determined and established in accordance with the real property valuations established by the rolls of the Fort Bend County Tax Assessor/Collector or of such other tax assessor/collector employed by a governmental subdivision of the State of Texas who performs the functions of assessing and appraising the individual properties subject to the Transportation Charge on a uniform basis. This designation as to which tax assessor/collector's rolls are to be utilized is to be made and can be changed at the sole discretion of the Recipient and Administrator of the Transportation Charges.

Upon receipt of the valuations established by such Tax Assessor Collector's Rolls, the annual Transportation Charge may be promulgated and set at a rate not in excess of the maximum rate herein established.

- d. Classification of Property. The Properties shall be divided into two classes for purposes of establishing and determining the Transportation Charges, Class A parcels and Class B parcels. Class A parcels shall be those Residential Units, Tracts or parcels upon which a residence or other permanent Improvements have been constructed and occupancy therein or utilization thereof for residential, business, commercial or other purposes, has commenced. Class B parcels shall be all other parcels not designated as Class A parcels. Upon commencement of the assessment of the annual Transportation Charge, all parcels shall commence to bear their applicable Transportation Charge simultaneously with such commencement. Because of the nature and purpose of the Transportation Charge, the full charge shall not be applicable to Class B parcels. Class B parcels shall bear a Transportation Charge which is Twenty-Five Percent (25%) of a regular full assessment. However, at such time as there is constructed on any Class B parcel permanent Improvements which are occupied or utilized for residential, business, commercial or other purposes, such Class B Lot or parcel shall automatically and irrevocably convert to and assume the status of a Class A parcel effective as of the date of such occupancy or

utilization and the Transportation Charge for the then current year shall be adjusted according to the number of months remaining in that calendar year.

- e. Commencement of Transportation Charge. An election shall be held in the Property burdened by the transportation lien in the year 1984 on the questions of the commencement of the Transportation Charges and the designation of a Recipient and Administrator. The designation and structure of the Recipient and Administrator, the wording of the propositions of the ballots and the timing and conduct of the election shall be subject to the approval of the Department of Housing and Urban Development, the Veterans Administration and the Board of Directors.

Notice of this election shall be given in writing to each Owner of such property by mailing or delivering a copy of such notice at least thirty (30) days before such election using the address appearing on the rolls of the Fort Bend County Tax Assessor/Collector for the purpose of such notice. Such notice shall specify the place, day and hours of the election, the proposition to be voted on and the location where detailed information regarding these propositions may be found.

There shall be one (1) vote permitted for each parcel of land. If a majority of the votes cast in the election are favorable, the Recipient and Administrator of the Transportation Charges shall be assigned the vendor's lien held by Declarant securing the Transportation Charges and shall be authorized to make the necessary assessments and otherwise carry out its duties including:

- (i) Making the decision as to when the Transportation charges shall commence to accrue (no earlier than January 1, 1985);
- (ii) Fixing the rate of the charge (not to exceed \$0.25 per \$100.00 of assessed valuation);
- (iii) Administering the Transportation Charge proceeds for the benefit of users of the transportation facilities;
- (iv) Enforcing the lien herein provided for in the event the assessed transportation charge against such parcel thereby encumbered is not timely paid; and
- (v) Performing any and all other acts necessary to implement the intent of this Article to the end that the contributors to and users of the transportation facilities shall be served by transportation systems which will ultimately enhance their mobility and conserve the expenditure of energy.

Subject to the outcome of the election, the annual Transportation Charge against the Class A and Class B parcels shall commence to accrue (i) on January 1, 1985, or (ii) at such later time determined by the Recipient and Administrator of Transportation Charges. The annual Transportation Charge on each parcel thereafter encumbered shall mature and become due and payable on the first day of January of each succeeding year following the initial assessment of the charge. The rate for each ensuing year shall be established no later than the first day of October of the preceding year. Thus, if a Transportation Charge is to be assessed for the year 1985, the rate of the charge must be promulgated no later than October 1, 1984. The valuation of the Tax Assessor/Collector for the year the rate of charge is set shall be applicable in calculating the charge. Thus, in the example, the 1984 valuations shall be employed for the charge accruing in 1985. Written notice of the rate and value of the annual Transportation Charge shall be sent to every Owner of a parcel subject thereto at the address of such parcel subject to the charge or at such other place or places as to be determined and designated by the Recipient and Administrator of the Transportation Charge. Upon demand and for a reasonable charge, there shall be furnished a certificate setting forth the paid-in-full or delinquent status of the charge on a specified parcel herein encumbered. Any Transportation Charge not paid within thirty (30) days after the due date (due date being January 1st of the year subsequent to the year of assessment of that particular charge) shall be delinquent, shall bear interest from the due date until the date of payment and shall be subject to the remedies vested in the Recipient and Administrator all as herein provided.

- f. Subordination of the Lien to Mortgages: The vendor's lien securing the Transportation Charges against any parcel encumbered thereby as provided for herein shall be expressly subordinate and inferior to the lien of any mortgage on any such parcel. Sale or transfer of any such parcel shall not affect or diminish the enforceability of the Transportation Charge liens; however, the sale or transfer of any such parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Transportation Charges against such parcel only as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Property (i) from liability for any Transportation Charges thereafter becoming due or (ii) from the lien thereof hereby created.

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The Declaration, except as expressly supplementally amended hereby, shall remain in full force and effect, and is hereby ratified and confirmed.

EXECUTED as of the day and year first above written.

SUGARLAND PROPERTIES INCORPORATED

By: *Edwin de Wit, Jr.*
Vice-President

ATTEST:

By: *Maurice S. Mauldin*
Secretary

TRENDMAKER HOMES, INC. (now known as Trendmaker, Inc.)

By: *Alfred H. Meyer*
President

ATTEST:

By: *Lucille Penney*
Asst. Secretary

STANDARD PACIFIC OF TEXAS, INC.

By: *W. Ray Eason*
President

ATTEST:

By: *Ronald Humphrey*
Asst. Secretary

PULTE HOME CORPORATION

By: *John Locke*
Vice President - Finance

ATTEST:

By: *Susan Linder*
Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Calvin Dunham, Jr., Vice President of SUGARLAND PROPERTIES INCORPORATED, 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 8th day of August, 1983.



PATRICIA A. PIERCE
Notary Public, State of Texas
My Commission Expires 8-6-86

Patricia A. Pierce
Notary Public, State of Texas

Patricia A. Pierce
Printed Name of Notary Public

My Commission Expires: 8/6/86

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Alfred H. Mayer, President of TRENDMAKER HOMES, INC., a 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 12 day of October, 1983.

Shirley A. Hutcherson
Notary Public, State of Texas
SHIRLEY B. HUTCHERSON
Notary Public, State of Texas
My Commission Expires 3-5-86

Printed Name of Notary Public

My Commission Expires: 3/5/86



THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Ray Erickson, President of STANDARD PACIFIC OF TEXAS, INC., a 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 10 day of August, 1983.

Janet L. Paschall
Notary Public, State of Texas
Janet L. Paschall
Printed Name of Notary Public

My Commission Expires: 6-1-87

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared John Saabo, Vice President of PULTE HOME CORPORATION, a 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 28th day of September, 1983.

Carol E. Thomas
Notary Public, State of Texas
Carol E. Thomas
Printed Name of Notary Public

My Commission Expires: 2-1-87

Return To:

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