

ORIGINAL

T376791

522-19-1806

11/10/98 100898722 T376791 \$344.00

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
STONEHENGE
LAKE SECTION

D

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the "DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS for STONEHENGE LAKE SECTION" was filed for record on May 31, 1978, under Harris County Clerk's File No. F619664 of the Official Public Records of Real Property of Harris County, Texas, and was amended by that certain "AMENDMENT TO DECLARATIONS" filed for record on March 7, 1980, under Harris County Clerk's File No. G455078 of the Official Public Records of Real Property of Harris County, Texas. The effect of said Amendment to Declarations was purportedly invalidated by a Final Judgment entered on November 12, 1986, in Cause No. 83-50942, styled "Stonehenge Association, Inc., Et Al, v. Texas Contemporary Building Company, Et Al.; in the 151st Judicial District Court of Harris County, Texas", which Final Judgment was filed for record on February 20, 1992, under Clerk's File No. N547729. The said Declaration Of Covenants, Conditions And Restrictions for Stonehenge Lake Section applies to the property now known as LAKE AT STONEHENGE, which is described as follows, to wit:

344
K

After Recording Return To:
BARTLEY & SPEARS, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

522-19-1807

The land contained in STONEHENGE, Block One (1), according to the plat thereof recorded in Volume 219, Page 88 of the Map Records of Harris County, Texas, which land was subsequently partially replatted as LAKE AT STONEHENGE according to the replats recorded in Volume 321, Page 7 and Volume 341, Page 9 of the Map Records of Harris County, Texas. D

WHEREAS, that certain Declaration of Covenants, Conditions And Restrictions for Stonehenge Lake Section subjected all property contained therein to certain easements, restrictions, covenants, and conditions for the purpose of enhancing and protecting the value, desirability and attractiveness of the property formerly known as STONEHENGE LAKE SECTION and now known as LAKE AT STONEHENGE;

WHEREAS, ARTICLE IX, Section 3 of the Declaration Of Covenants, Conditions and Restrictions for Stonehenge Lake Section (hereinafter referred to as the "Declaration"), provides that the Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Lots, and that any amendment must be filed for record with the County Clerk of Harris County, Texas; and

WHEREAS, it is the desire of the undersigned owners of at least ninety percent (90%) of the Lots in LAKE AT STONEHENGE, to amend and restate certain restrictions, covenants, conditions, stipulations and reservations upon and against such property.

NOW, THEREFORE, the aforementioned owners of not less than ninety percent (90%) of the Lots in LAKE AT STONEHENGE, and declare the following reservations, easements, restrictions, covenants and conditions applicable thereto, which reservations, easements, restrictions, covenants and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein; or any part

522-19-1808

thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the following restrictions shall apply to all Lots, owners thereof and occupants of improvements thereon and are hereby amended as follows:

Article 1, Section 1, titled "Association", is amended and restated in its entirety as follows:

"Association" shall mean and refer to LAKE AT STONEHENGE HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, its successors and assigns."

Article 1, Section 3, titled "Properties", is amended and restated in its entirety as follows:

"Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association: "The land contained in STONEHENGE, Block One (1), according to the plat thereof recorded in Volume 219, Page 88 of the Map Records of Harris County, Texas, which land was subsequently partially replatted as LAKE AT STONEHENGE according to the replats recorded in Volume 321, Page 7 and Volume 341, Page 9 of the Map Records of Harris County, Texas."

Article 1 Section 4, titled "Common Area", is amended and restated in its entirety as follows:

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, which is to be conveyed to the Association by the Declarant as soon as practicable after the Subdivision development loan has been paid off, is described as follows:

All land contained in STONEHENGE, Block 1, according to the Plat thereof recorded in Volume 219, Page 88, partially replatted as LAKE AT STONEHENGE according to the replats recorded in Volume 321, Page 7 and Volume 341, Page 9 of the Map Records of Harris County, Texas.

522-19-1809

SAVE AND EXCEPT all lots designated by lot numbers on the replats recorded in Volume 321, Page 7 and Volume 341, Page 9 of the Map Records of Harris County, Texas, more or less, but

SUBJECT TO all easements, restrictions and covenants shown or record on said Plat and/or subdivision lot map and the regulations of Harris County, Texas.

Together with all improvements situated thereon, including without limitation: lakes, walkways, landscaping, recreation and security areas and facilities, paving of all streets and related private driveways and parking areas.

The term "Common Area" shall also include any Reserve or Lot to which title is held in the name of the Association.

Article 1, Section 5, titled "Lot" is amended and restated in its entirety as follows:

"Lot" shall mean and refer to any of the numbered plots of land shown upon the subdivision lot map for LAKE AT STONEHENGE, as recorded in Volume 321, Page 7 and Volume 341, Page 9 of the Map Records of Harris County, Texas."

Article VII, Section 5, titled "Nuisances", is amended and restated in its entirety as follows:

"No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No boat, trailer, camper, recreational vehicle, motorcycle, or other movable or immovable personal property shall be parked or stored in any street, alley, parking lot or the Common Area or within view from streets or common areas. The temporary parking of automobiles (temporary being defined as a period of time no longer than twenty-four consecutive hours) may be allowed in common areas which are specifically designated for parking by the Board of Directors. No visible repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in the subdivision. No spirituous, vinous, or malt or medicated bitters capable of producing intoxication or drugs shall ever be sold, offered for sale, or

522-19-1810

commercially dispensed on said property, or any part thereof, nor shall said premises, or any part thereof, be used for private or public professional, or commercial purposes, including but not limited to non-association sponsored garage sales, or illegal or immoral purposes.

Article IX, Section 3, titled "Duration and Amendment", is amended and restated in its entirety as follows:

"The covenants and restrictions of the Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time during the first thirty-five (35) year period or successive periods by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded in the Deed Records of Harris County, Texas."

All references to "STONEHENGE" throughout the Declaration shall be amended to correctly identify the replatted Properties known as "LAKE AT STONEHENGE", including but not limited to references contained in Article I, Sections 11, 12 and 14; Article IV, Sections 1 and 3(c); Article V, Sections 1 and 3 (b), (4), (9), (11), (15) and (17) ; Article VI; Article VII, Sections 7, and 10; and Article VIII, Section 3.

EXECUTED by the undersigned owners of Lots in LAKE AT STONEHENGE, in multiple counterparts, each of which is and shall be construed as an original, being one and the same document for all purposes, to be effective as of the date recorded in the Deed Records of

522-19-1811

Harris County, Texas. For the purpose of recording this instrument, all signature pages may be attached to one (1) counterpart.

(Approval/Notary Page to: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, STONEHENGE LAKE SECTION)

1225 NORMAN'S WOODS 12806 PARK ROYAL
1220 ST. JAMES WOODS 12841 KINGSBRIDGE
1217 NORMAN'S WOODS
1221 NORMAN'S WOODS

Property Address

Ed Welbourn

ED WELBOURN (Print Name)

PRESIDENT, HOME OWNERS ASSOCIATION
STONEHENGE, LAKE SECTION

(176)
107

6 lots

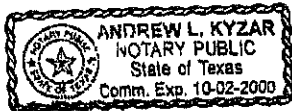
(Print Name)

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this the 3RD
day of NOV, 1998, ED WELBOURN

acknowledged to me that he/she/they executed this instrument (and if said person is acting on behalf of a business organization, in the capacity therein stated and as the act of said organization).

(SEAL)



AKZ
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

My Commission Expires: 10/2/2000