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AMENDMENT TO DECLARATIONS

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

152-92-1665

6455078

This Instrument is intended to amend that certain Document entitled Declaration Of Covenants, Conditions And Restrictions - Stonehenge (hereinafter referred to as the "Phase One Declaration"), recorded under Clerk's File No. E-692181, Film Code Nos. 136-10-2043/61, in the Official Public Records of Real Property of Harris County, Texas, and also to amend that certain Document entitled Declaration Of Covenants, Conditions And Restrictions - Stonehenge: Lake Section (hereinafter referred to as the "Phase Two Declaration"), recorded under Clerk's File No. F-619664, Film Code Nos. 196-10-1886/905, in the Official Public Records of Real Property of Harris County, Texas, the Phase One Declaration and the Phase Two Declaration being hereinafter referred to collectively as the "Declarations", so as to amend and consolidate all of the provisions of the Declarations, integrate both portions of the Stonehenge Subdivision into a single unit, and provide a single, identical and integrated set of Covenants, Conditions And Restrictions to govern the entire Stonehenge Subdivision. This instrument has been signed by the Owners of more than ninety percent (90%) of the Lots governed by the Phase I Declaration and by the Owners of one hundred percent (100%) of the Lots governed by the Phase II Declaration.

I

The introductory paragraph in both Declarations is hereby completely rewritten and amended to read as follows:

"THIS DECLARATION, made on the date hereinafter set forth by THE FAIRFIELD COMPANY, INC. a Texas Corporation and STONEHENGE, LTD., A Texas Partnership, hereinafter collectively referred to as 'Declarant'."

II

The property description contained in the "Witnesseth" paragraph in both Declarations is hereby completely rewritten and amended to read as follows:

"BLOCKS 1, 2 and 3 of STONEHENGE Subdivision according to the Plat filed and recorded in the Harris County Clerk's Map Records on August 19, 1974, Volume 219, Page 88."

Return To:

R. Mayo Davidson  
926 North Wilcrest  
Houston, Texas 77079

RECORDER'S MEMORANDUM  
This instrument was damaged at the time  
received for filing

152-02-1666

III

The property description contained in Section 4 of Article I in both Declarations is hereby completely rewritten and amended to read as follows:

"All land contained in STONEHENGE, Block 1, according to the Plat thereof recorded in Volume 219, Page 88, of the Map Records of Harris County, Texas,

"SAVE AND EXCEPT all lots designated by lot numbers One (1) through One Hundred and Seventy-Six (176), more or less, as sold by Declarant, of Stonehenge, as shown on the subdivision lot map on file with the Board, which is subject to modification from time to time by the Declarant or pursuant to the consent of the Declarant, provided, however, that no such modification shall operate to reduce the net acreage in any lot to less than 2,400 square feet; and

"All land contained in STONEHENGE, Blocks 2 and 3, according to the Plat thereof recorded in Volume 219, Page 88, of the Map Records of Harris County, Texas,

"SAVE AND EXCEPT all lots designated by lot numbers One (1) through One Hundred and Eighty-Five (185) and One Hundred and Eleven-A (111-A), more or less, as sold by Declarant, of Stonehenge, as shown on the sub-division lot map on file with the Board, which is subject to the modification from time to time by the Declarant or pursuant to the consent of the Declarant, provided, however, that no such modification shall operate to reduce the net acreage in any lot to less than 2,400 square feet; but

"SUBJECT TO all easements, restrictions and covenants shown of record or on said Plats and/or subdivision lot maps and the regulations of Harris County, Texas; and

"Together with all improvements situated thereon, including without limitation: swimming pools and adjoining service buildings, playgrounds, tennis courts, maintenance building, lakes, walkways, landscaping, recreation and security areas and facilities, paving of all streets and related private driveways and parking areas, and fencing along the property lines of the Subdivision, and along Briar Patch Drive; and also together with any one or more of such designated lots referred to above, or portion thereof, which the Declarant may transfer by deed to the Association and any land which the Association may acquire by purchase; and

"PROVIDED FURTHER, that the number and location of the Lots as presently shown on the subdivision lot maps referred to above shall control for all purposes hereunder until the Declarant acts to modify the size, and increase or reduce the number, of the Lots as presently shown on said maps, and until an instrument in writing reflecting such action and modification is delivered by the Declarant to the Board for filing in the minutes of the Association; and also provided that if the Declarant so acts to increase the size of any lot by adding two lots together, or adding more than sixty percent (60%) of one lot to an adjoining lot, such combined single lot shall thereafter be considered as two lots for all purposes hereunder, including, without limitation, payment of assessments and joinder in any action or vote required or permitted hereunder."

IV

Section 6 of Article I in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 6. 'Unsold Lots' shall mean all Lots in the subdivision except those which have been transferred by deed from Declarant or which have become the subject of a contract of sale by Declarant."

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V

Section 7 of Article I in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 7. "Declarant" shall mean and refer to The Fairfield Company, Inc., a Texas Corporation, and/or Stonehenge, Ltd., a Texas Partnership, and/or their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development."

VI

Section 15 of Article I in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 15. 'Cluster House' shall mean a single family dwelling built with one side wall common to a side property line and the other side wall at least ten feet from the opposite side property line with respect to Lots heretofore governed by the Phase I Declaration and at least five feet from the opposite side property line with respect to Lots heretofore governed by the Phase II Declaration. The Committee has the final authority to determine exact building lines of each Lot."

VII

Sub-paragraph (c) of Section 1 of Article II in both Declarations is hereby completely rewritten and amended to read as follows:

"(c) The rights of the Association, in accordance with its Articles of Incorporation and By-Laws, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, and/or, in order to reduce the expense of maintenance by the Association, to sell and transfer portions of the Common Area, not exceeding one-tenth (1/10th) of an acre in any given instance and consisting only of small, odd-shaped or disconnected portions of the green belt, to adjoining Lot owners for such consideration as the Association may deem appropriate."

VIII

The following is hereby added as Sub-paragraph (g) of Section 1 of Article II in both Declarations:

"(g) The Association shall not deed, transfer, sell, assign, or mortgage any part of the Common Area, other than in the manner and for the purposes provided above in this Section 1 of Article II, without the joinder of the Owners of two-thirds (2/3) of the Lots."

IX

Sub-part (1) of the first sentence of Section 1 of Article IV in both Declarations is hereby completely rewritten and amended to read as follows:

"(1) annual and special operational assessments or charges,"

X

The following sentence is hereby added to Section 1 of Article IV in both Declarations:

"No assessments shall be payable with respect to any Lot or Lots transferred by the Declarant to the Association as additional Common Area, and such Lots shall not be counted thereafter with respect to any action or vote required or permitted hereunder."

## XI

Section 3 of Article IV in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 3. Annual And Special Operational Assessments. Until January 1, 1976, there shall be no operational assessment for any lot. From and after January 1, 1976, the following provisions shall control:

"(a) The annual operational assessment shall be Three Hundred Dollars (\$300.00) per year per Lot, and the first annual operational assessment shall be assessed for the year 1976, payable January 1, 1976. The annual operational assessment shall remain Three Hundred Dollars (\$300.00) per year per Lot, due and payable in advance on January 1 of each following year, unless and until changed as hereinafter provided.

"(b) The Board may, prior to December 1 of any year, increase or decrease the annual operational assessment, based on anticipated income and operating expenses for the following year, and statements for the annual operational assessments for the following year, reflecting any such increase or decrease, shall be delivered or mailed to each Lot Owner no later than December 1 of such year. The operational assessment, as so changed, shall control with respect to such following year and for each year thereafter, unless and until subsequently changed by the Board in the same manner.

"(c) The Board may, for the purpose of providing funding for new or increased services during a given year, levy a special operational assessment or assessments, payable at such time and under such conditions as the Board may determine.

"(d) The Board shall call a special meeting of the Association to consider any action by the Board under (b) or (c) above, and any such action shall be subject to disapproval at such meeting by the vote of a majority of all of the votes entitled to be voted in the Association according to the Articles of Incorporation thereof. If the Association so votes to disapprove any such action by the Board, then the Association by majority vote of the votes entitled to be voted in the Association according to the Articles of Incorporation thereof, may take, at such meeting, any action which the Board is authorized to take under (b) or (c) above. If the Association does not so vote to disapprove any such action by the Board, such action by the Board shall stand and be effective and binding for all purposes.

"(e) The Declarant shall construct, at the sole cost and expense of the Declarant, a security office located at the entrance to the Stonehenge Subdivision off of Briar Forest Drive, which the Association shall thereafter maintain. Such security office will be a permanent all weather facility of brick veneer construction, shall have electrical and telephone connections, and shall be equipped with heating and air conditioning units. It is contemplated that the expenses of maintaining this facility, and providing full time security services in connection therewith, may, if necessary in the future, be made the subject of an increase in annual operational assessments or the levy of special operational assessments by the Board under (b) or (c) above, which assessments will be fixed at a uniform rate for all Lots in both Phase I and Phase II of Stonehenge."

## XII

Section 6 of Article IV in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 6. Uniform Rate of Assessment. Subject to the provisions of Section 4 of Article I, both operational and capital assessments must be fixed at a uniform rate for all Lots and, except for special operational or

capital assessments, will be collected annually in advance. Special assessments will be payable and will be collected in the manner and at the times decided by the Board, or the Association, as specified above. From and after January 1, 1976, annual assessments will begin to accrue, on a pro-rata annual basis, with respect to each Lot owned by Declarant upon transfer of such Lot by deed from Declarant or upon such Lot becoming the subject of a contract of sale by Declarant, whichever occurs first, with the pro-rata balance of the annual assessments for the year in question becoming due immediately. Declarant may agree to defer collection of such assessments on Lots deeded or contracted to be sold to builders for a reasonable time, not to exceed eighteen (18) months, prior to resale. Upon resale of any such Lot by the builder, or upon the expiration of such eighteen (18) month period, all accrued assessments shall immediately become due and payable."

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XIII

Section 1 of Article V in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 1. Architectural Committee. The STONEHENGE Architectural Committee shall be composed of A. B. Fairfield, Jon Starnes, and David R. Graham, all of Harris County, Texas, which Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such Committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members shall have the full right and authority to act hereunder and to designate a representative to act. The Committee will endeavor to act on submitted plans within thirty (30) days from receipt of complete submission; however, in the event the Committee or its designated representative fails to approve or disapprove any design or location within sixty (60) days after plans and specifications and all other data required have been submitted to it, such approval will not be required. Neither the Committee, the members of the Committee, nor any designated representatives shall be entitled to any compensation for services performed pursuant to these restrictions. Until Declarant has sold all Lots in the addition, 362, more or less, being all the Lots to be sold by Declarant in the addition, at any time a vacancy exists on the Committee, Declarant, its successors or assigns, shall have the right to fill vacancies. After such time, the Board shall have the right to fill vacancies. Should the Declarant, or the Board, as the case may be, fail to act within thirty days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill such vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee, as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. The Committee has no authority to waive any mandatory requirement of the provisions of this Article, whether plans are submitted and approved or not, absent submission of a specific written recommendation to the Board and formal approval of such waiver by the Board to be recorded in its minutes."

XIV

Subparagraphs (30) and (33) of subparagraph (b) of Section 3 of Article V in both Declarations are hereby completely rewritten and amended to read as follows:

"(30) The owner of each Lot adjacent to a ravine or lake will bear the responsibility of erosion prevention on the side of the lake or ravine adjacent to and/or within said Lot. The Maintenance Committee is authorized to take necessary action to repair and/or prevent erosion if the Lot Owner does not, and the Committee will invoice said Lot Owner the exact cost of the work, and such amount will be handled as a charge as outlined in Article IV, Section 1."

"(33) All house elevations facing Ramsgate Downs or the lake must be designed as a 'front elevation' and be architecturally attractive, as so judged by the Committee, and any house or Lot may enter directly onto a greenbelt if approved by the Committee. No exterior door shall be closer than 5 feet to the greenbelt."

XV

The following sentence is hereby added to Section 7 of Article VII in both Declarations:

"Any Lot Owner may place a single 'For Sale' sign, not larger than 3' x 2', upon his Lot whenever he offers his Lot for sale, provided, however, that any such sign must have been prepared by a professional sign company, and must be neat in appearance in the judgment of the Board."

XVI

The first clause of the first sentence of Section 3 of Article VIII in both Declarations is hereby completely rewritten and amended to read as follows:

"An underground electric distribution system will be installed in Blocks 1, 2, and 3 of Stonehenge Subdivision,"

XVII

The second sentence of Section 3 of Article IX in both Declarations is hereby completely rewritten and amended to read as follows:

This Declaration may be amended at any time by an instrument signed by the Owners of not less than seventy percent (70%) of the Lots."

XVIII

Section 5 of Article IX in both Declarations is hereby completely rewritten and amended to read as follows:

"Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of the Owners of not less than two-thirds (2/3rds) of the Lots, such consent to be documented by an instrument in writing signed by such Owners and filed with the minutes of the Association and to be evidenced of record by an instrument reciting such action signed and acknowledged by the President of the Association and filed in the Official Public Records of Real Property of Harris County, Texas. In such event, the number of Lots and/or Common Area added shall be reflected in such documents and shall control with respect to voting rights, use of common property, assessments, and all other purposes, effective immediately upon the date the instrument signed by the President is recorded. Pro rata annual assessments for the balance of the calendar year with respect to such Lots shall immediately become due and payable to the Association."

XIX

The following Sections are hereby added to Article IX in both Declarations:

"Section 6. References to the Articles of Incorporation and By-Laws of the Association are to such documents as they presently exist and as they may be amended from time to time hereafter."

"Section 7. If any Lot is owned of record by more than one person or entity, the affirmative vote or joinder by any one of such co-owners of such Lot in any action or vote permitted or required hereunder shall be conclusively deemed the vote or joinder of all such co-owners of record. Action by an owner of record of any Lot shall be binding with respect to any action or vote required or permitted hereunder, even though such owner

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of record shall have sold, or thereafter sells, such Lot, or does so before other owners required or permitted to vote on or join in such vote or action have done so. The action or vote with respect to such Lot shall be valid if taken by a record owner of the Lot at the time of such vote or action by such record owner."

"Section 8. This Amendment is intended to make all provisions of both Declarations identical, and the Declarations, as amended hereby, shall henceforth be treated and considered as a single instrument governing Blocks 1, 2, and 3 of Stonehenge and shall be construed and interpreted in conformity with such purpose and intention. All future amendments shall be deemed to apply equally to both Declarations, as hereby amended, and no future Amendment to the Phase I Declaration or to the Phase II Declaration shall be made without the same being conclusively deemed to apply equally to the other. This Section 8 of Article IX may not be amended without the execution of an instrument in writing signed by the Owners of not less than ninety-five percent (95%) of the Lots and recorded in the Official Public Records of Real Property of Harris County, Texas."

152-92-1671

DATED the 18th day of October, 1979.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, the Owners of more than ninety percent (90%) of the Lots governed by the Phase I Declaration, and the Owners of one hundred percent (100%) of the Lots governed by the Phase II Declaration, have hereunto set our hands and seals.

DECLARANT:

STONEHENGE LTD.

By Al Fairfield  
Al Fairfield, General Partner

ATTEST:

THE FAIRFIELD COMPANY, INC.

By Al Fairfield  
Al Fairfield, President

Sherry L. Womack  
(Signature)

Sherry L. Womack  
(Type or Print Name)

Assistant Secretary  
(Type or Print Title)

OWNERS OF PHASE II LOTS:

THE FAIRFIELD COMPANY, INC.

By Al Fairfield  
Al Fairfield, President

Sherry L. Womack  
(Signature)

Sherry L. Womack  
(Type or Print Name)

Assistant Secretary  
(Type or Print Title)

ATTEST:

LEYENDECKER & ASSOCIATES, INC.

By Walter Armstrong  
(Signature)

BARRY SNOWDEN  
(Signature)

BARRY SNOWDEN  
(Type or Print Name)

Asst. Sec  
(Type or Print Title)

WALTER ARMSTRONG  
(Type or Print Name)

VICE PRESIDENT  
(Type or Print Title)

(Seal)