

M919470

194-67-0475

AMENDMENT TO THE
WOODS OF WIMBLEDON, SECTION 2
RESERVATIONS, RESTRICTIONS AND COVENANTS

11/28/90 00117367 M919470 \$ 21.00

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, on or about the 8th day of September, 1981, McCrory-Hallbeck Development Co., Inc., a Texas Corporation being the owner of that certain tract or parcel of land having been platted into that certain subdivision known as "The Woods of Wimbledon Section 2", according to the map or plat of said subdivision recorded in the office the County Clerk of Harris County, Texas on September 3, 1981, after having been approved as provided by law and being recorded in Volume 304, Page 32 of the Map Records of Harris County, Texas (hereinafter referred to as the Subdivision"), and designed to create and carry out a uniform plan and scheme of improvement, development and sale of property in said The Woods of Wimbledon Section 2 did adopt, establish, promulgate and impress certain reservations, restrictions and covenants as evidenced by that certain instrument known as The Woods of Wimbledon Section 2 Reservations, Restrictions and Covenants duly recorded on September 9, 1981 under Clerk's File No. H135390 and refiled on September 14, 1981 under Clerk's File No. H140002 and being film code numbers 195-85-1745 through 1764, all of the Real Property Records of Harris County, Texas. (hereinafter referred to as the "Restrictions"); and whereas pursuant to Article VIII of the Restrictions, Woods of Wimbledon Section 2 Maintenance Corporation,

(hereinafter referred to as the "Corporation"), being the successor in interest to McCrory-Hallbeck Development Co., Inc., as set forth in Article V of the Restrictions, and the Architectural Control Committee organized and authorized pursuant to Article II of the Restrictions (hereinafter referred to as the "Committee"), do hereby join in order to adopt, establish, promulgate and impress the following amendments to the Reservations, Restrictions and Covenants which shall be and are hereby made applicable to the Subdivision to wit:

I.

GENERAL PROVISIONS

- A. Authority. Pursuant to Article VIII of the Restrictions the Corporation as successor in interest to McCrory-Hallbeck Development Co., Inc., and the Committee are authorized to modify, amend and supplement any of terms, conditions and provisions of the Restrictions. Such amendments, modifications or supplements shall be by written instrument duly executed and filed for record in the Real Property Records of Harris County, Texas, and shall be effective as of the date of the filing of record of such document.
- B. Binding and Effect. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected, and their

respective heirs, executors, administrators, successors and assigns.

- C. Limitations. The Restrictions shall continue in full force and effect as originally written, enforceable in accordance with their terms except to the extent as modified, amended or supplemented herein, and such modifications, amendments and supplements shall only be applicable to the provisions or the restrictions which they specifically refer or to such provisions to the restrictions which are inconsistent with such modifications, amendments or supplements and all remaining provisions of the restrictions which are not inconsistent with or are not directly referred to by these amendments, modifications and supplements shall remain unaltered or changed and shall continue in full force and effect in accordance with their terms and for the duration specified in such restrictions.

II.

MODIFICATIONS, AMENDMENTS AND SUPPLEMENTS

- A. Article III, Subsection 1, shall be modified, amended and supplemented as follows to wit:

"No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other approved covered car parking facility) for not more than four (4) automobiles, and other

bona fide servants' quarters;..." THE REMAINING PORTION OF ARTICLE III, SUBSECTION 1 SHALL REMAIN UNALTERED AND ARE REPUBLISHED BY THIS INSTRUMENT, IT BEING THE INTENT OF THIS AMENDMENT TO AUTHORIZE PRIVATE GARAGES, AND OTHER APPROVED COVERED CAR PARKING FACILITIES FOR AS MANY AS FOUR (4) AUTOMOBILES.

- B. Article III, Subsection 3, shall be modified, amended and supplemented to read as follows:

"A lot shall be deemed to 'front' on the street parallel to the deepest building set-back line applicable to such lot as shown on the aforesaid plat. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back line as shown on the recorded plat. No building shall be located on any lot nearer than five (5) feet to any interior side lot line, except as to Lots 70, 71, 72, 73 and 74 all of Block 1, ONLY the interior building set-back line shall be no nearer than three (3) feet to the interior side lot line, and further except that a detached garage or other permanent accessory building may be a minimum distance of three (3) feet from the interior side lot line. For purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot....," THE REMAINING PORTION OF ARTICLE III,

SUBSECTION 3, SHALL BE UNALTERED, AND SHALL BE REPUBLISHED BY THIS INSTRUMENT.

- C. Article III, Subsection 8, shall be modified, amended and supplemented as follows to wit:

"... No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on or near the interior lot line) shall be more than eight (8) feet high..." THE PRECEDING PORTION AND THE SUBSEQUENT PORTION OF ARTICLE III, SUBSECTION 8, SHALL REMAIN UNALTERED AND SHALL BE REPUBLISHED BY THIS INSTRUMENT, IT BEING THE INTENT OF THIS AMENDMENT TO AMEND THE MAXIMUM OF HEIGHT OF FENCES, WALL OR HEDGES, FROM THE PREVIOUS MAXIMUM OF SIX (6) FEET TO AN AUTHORIZED MAXIMUM OF EIGHT (8) FEET.

- D. Article III of the Restrictions shall be supplemented by the following additional provision to the original Restrictions which shall be construed for all purposes as Article III, Subsection 15, as follows to wit:

"No satellite, transmission receiving dishes, devises, equipment or related accessories shall be placed or erected on any lot (permanently or temporarily) unless such dish, device or related equipment is located to the rear of the front building line, placed no higher than the highest point of the maximum permitted side and rear fencing requirement and placed and erected in such a manner so as not to be visible to the public.

E. Article VIII Modifications of the Restrictions shall be modified, amended and supplemented as follows to wit:

"The Corporation and the Committee are hereby authorized to modify, amend and supplement any of the terms, conditions and provisions of the reservations, restrictions and covenants, as the same may have already been amended or modified, by executing and filing for record in the appropriate records of Harris County, Texas a document containing such modifications, amendments, or supplemental provisions, provided however, the Committee and the Corporation shall cause to be posted a Notice regarding such proposed amendments, modifications or supplements to the restrictions, such Notices shall be posted in the areas designated by the Committee located within the subdivision which are calculated to be most visible to members of the community, such Notice shall contain the text of the proposed amendments, modifications or supplements. Such Notices shall be posted for a period of thirty (30) days. Should the Committee receive a petition executed by no less than two-thirds of the "lot owners", (as defined by Article 2 Subsection 2(b) of the Restrictions) specifically objecting to the proposed amendments, modifications or supplements to the Restrictions, prior to the expiration of the thirty (30) day notice period then the Corporation and the Committee shall withdraw such proposed amendments, modifications and supplements, however the Committee and the Corporation reserve

the right to resubmit for approval such modifications, amendments and supplements at a later date and covering the same or similar subject matter as the Corporation Committee may elect. Should the lot owners fail to timely submit a petition objecting to the proposed modifications, amendments or supplements, it shall be deemed that the lot owners have ratified the actions of the Corporation and the Committee and the Committee shall be thereafter authorized to duly record the instrument setting forth such modifications, amendment or supplement and such ratified modification, amendment or supplement shall be effective as of the date of the filing of record of such document.

WITNESS OUR HANDS IN HOUSTON, HARRIS COUNTY, TEXAS

ON THIS 5th DAY OF ~~SEPTEMBER~~, 1990.

October

WOODS OF WIMBLEDON, SECTION 2
MAINTENANCE CORPORATION

BY:

Carol Smith
Carol Smith, President

Dean Bobrowski
Dean Bobrowski, 1st Vice-President

R. T. Williams
R. T. Williams, 2nd Vice-President

Cameron Stacy
Cameron Stacy, Secretary

Stephen C. Richter
Stephen C. Richter, Treasurer

WOODS OF WIMBLEDON, SECTION 2
ARCHITECTURAL CONTROL COMMITTEE

BY:

Carol Smith
Carol Smsith

Dean Bobrowski
Dean Bobrowski

R. T. Williams
R. T. Williams

Cameron Stacy
Cameron Stacy

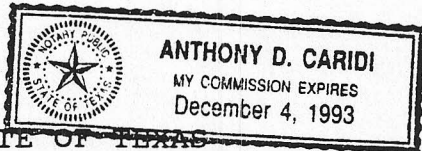
Stephen C. Richter
Stephen C. Richter

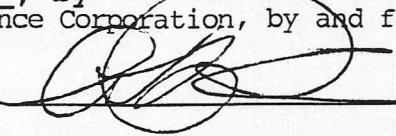
194-67-0482

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of October, 1990, by Carol Smith, as President of Woods of Wimbledon, Section 2 Maintenance Corporation, by and for said corporation.

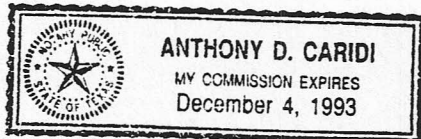


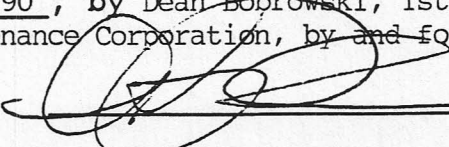

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of October, 1990, by Dean Bobrowski, 1st Vice President of Woods of Wimbledon, Section 2 Maintenance Corporation, by and for said corporation.

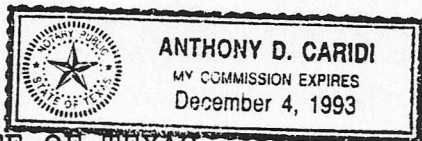


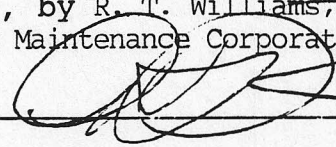

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of October, 1990, by R. T. Williams, 2nd Vice President of Woods of Wimbledon, Section 2 Maintenance Corporation, by and for said corporation.

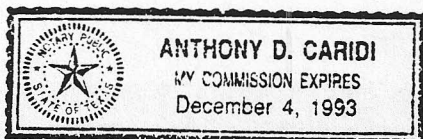


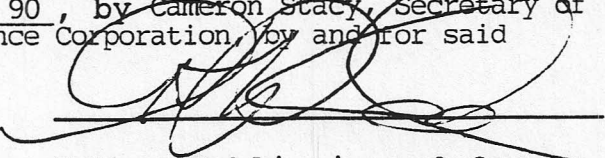

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th day of October, 1990, by Cameron Stacy, Secretary of Woods of Wimbledon, Section 2 Maintenance Corporation, by and for said corporation.



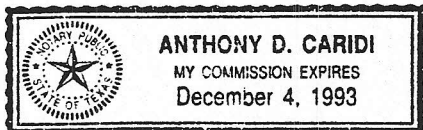

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

194-67-0483

This instrument was acknowledged before me on the 5th
day of October, 1990, by Stephen C. Righter, as
Treasurer of Woods of Wimbledon, Section 2 Maintenance Corporation, by and
for said corporation.



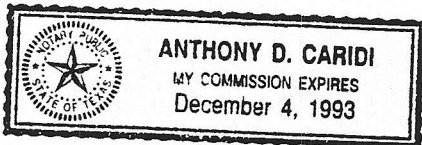
A handwritten signature in dark ink, appearing to be "A. Caridi", written over a horizontal line.

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th
day of October, 1990, by Carol Smith, as a member of
Woods of Wimbledon, Section 2 Architectural Control Committee by and for said
committee.



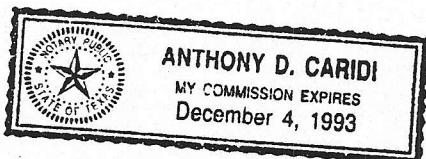
A handwritten signature in dark ink, appearing to be "A. Caridi", written over a horizontal line.

Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th
day of October, 1990, by Dean Bobrowski, as a member
of Woods of Wimbledon, Section 2 Architectural Control Committee by and for
said committee.



A handwritten signature in dark ink, appearing to be "A. Caridi", written over a horizontal line.

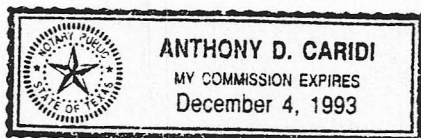
Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

194-67-0484

This instrument was acknowledged before me on the 5th
day of October, 19 90, by R. T. Williams as a member
of Woods of Wimbledon, Section 2 ARchitectural Control Committee by and for
said committee.

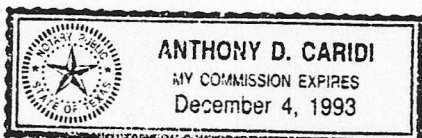


[Signature]
Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th
day of October, 19 90, by Cameron Stacy, as a member
of Woods of Wimbledon, Section 2 Architectural Control Committee by and for
said committee.

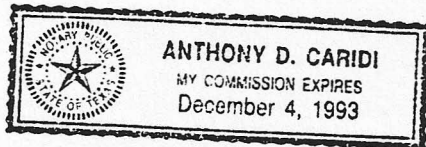


[Signature]
Notary Public in and for
The State of Texas
My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 5th
day of October, 19 90, by Stephen C. Richter, as a
memeber of Woods of Wimbledon, Section 2 Architectural Control Committee by
and for said committee.



[Signature]
Notary Public in and for
The State of Texas
My commission expires:

AFTER RECORDING PLEASE RETURN TO:

WOODS OF WIMBLEDON SECTION 2
P. O. Box 90075-235
Houston, Texas 77290-0075

FILED FOR RECORD
8:30 A.M.

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

NOV 28 1990

[Signature]
County Clerk, Harris County, Texas