

COMMONWEALTH PARK, SECTION THREE

SUPPLEMENTAL AMENDMENT

This Supplemental Amendment is made as of the 15th day of August, 1988 by L.T.G. CORPORATION, a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant, GL Partners, a Texas general partnership, and LG Partners, a Texas general partnership, executed that certain Declaration of Covenants, Conditions and Restrictions for The Commonwealth dated as of April 20, 1987 and the same was filed for record under Clerk's File No. 8723598 of the Official Records of Fort Bend County, Texas (the "Declaration"); and

WHEREAS, said Declaration is applicable to all of Commonwealth Park, Section Three, a subdivision of land in Fort Bend County, Texas, as shown on the map or plat thereof recorded under Slide Nos. 933/B and 934/A in the Plat Records of Fort Bend County, Texas (the "Property") and Declarant is the owner of the Property; and

WHEREAS, Declarant desires to subject the Property to the terms of this Supplemental Amendment.

NOW THEREFORE, Declarant does hereby declare as follows:

ARTICLE I

RESTRICTIONS

The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in (i) the Declaration (the same being herein incorporated by reference for all purposes), and (ii) this Supplemental Amendment; which shall run with the land and be binding on all parties having any right, title or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

The following words, when used in this Supplemental Amendment, shall have the following meanings:

SECTION 1. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for profit, for the purpose of selling same to a resident thereof.

SECTION 2. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 3. "Declarant" shall mean and refer to L.T.G. Corporation, a Texas corporation, its successors and assigns.

SECTION 4. "Lot" shall mean and refer to any one of the numbered lots shown on the Subdivision Plat intended for the construction of a Residential Unit, excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tracts. "Lots" shall mean and refer to each Lot and all of them.

SECTION 5. "Master Association" shall mean and refer to The Commonwealth Civic Association, Inc., a Texas non-profit corporation.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 7. "Property" shall mean and refer to all of Commonwealth Park, Section Three, a subdivision of land in Fort Bend County, Texas, as shown on the map or plat thereof recorded under Slide Nos. 933/B and 934/A in the Plat Records of Fort Bend County, Texas.

SECTION 8. "Residential Unit" shall mean and refer to any detached single family home intended for residential purposes contained within the Property, including attendant improvements such as a detached garage. "Residential Unit" shall not refer to

any apartment unit, townhome, condominium unit or single family attached home.

SECTION 9. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 10. "Subdivision Plat" shall mean and refer to the recorded map or plat of the Property.

SECTION 11. "Tract" shall mean and refer to any tract of land contained within the Property other than Lots.

ARTICLE III

DESIGNATION OF NEIGHBORHOOD

The Commonwealth Park, Section Three Subdivision is hereby designated a Neighborhood as such term is defined in the Declaration with the name "Commonwealth Park, Section Three". The Master Association shall have the power to levy annual neighborhood assessments on the Lots in such Neighborhood in an amount not in excess of \$500 per year as provided in the Declaration for the purpose of providing services to the owners of the Lots therein not generally provided to all of the property within the jurisdiction of the Master Association.

ARTICLE IV

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. No improvements shall be constructed on the Lots except Residential Units.

SECTION 2. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE IN A RESIDENTIAL UNIT. The minimum allowable area of interior living space in a Residential Unit shall be 2,400 square feet and no Residential Unit shall be constructed with less square feet. For purposes hereof, the interior living space in a Residential Unit shall be the area which is air-conditioned.

SECTION 3. MAXIMUM ALLOWABLE AREA OF IMPROVEMENTS ON A LOT. The total square foot area of improvements at ground level on any Lot (including the first floor living area and garage, but excluding the driveway, porches, breezeways, paved terraces and walks, pool and pool deck, and other like improvements) shall not

exceed fifty percent (50%) of the square foot land area of that Lot.

SECTION 4. LOCATION OF BUILDINGS: No Residential Unit or any portion thereof shall be located nearer than five (5) feet to any side Lot line.

SECTION 5. MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS. No residence shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus pitched roof. No residence shall have more than two (2) stories of living space above finished grade, except in a case where a third story of living space is contained within the volume defined by the roof planes of the residence. No other building (such as a detached garage) shall have more than two (2) stories of habitable space above finished grade.

SECTION 6. WALLS, FENCES AND HEDGEROWS. With the exceptions cited below, any fence, wall or hedgerow intended for the purposes of privacy and/or security shall be not greater than seven (7) feet in height and shall be no nearer to the front property line of the Lot which it serves than the building line which is closest to that property line, subject to the following exceptions:

- (i) A fence or wall may vary in height for aesthetic reasons at a corner, gate, or connection to a building, or at the locations of pilasters or major fence posts;
- (ii) Any fence or wall required to exceed seven (7) feet in height solely for specific reasons of privacy related to the use of an interior space of the residence (such as a wall enclosing a bath garden) shall not exceed eight (8) feet in height; and
- (iii) A fence, wall or hedgerow intended to serve an aesthetic purpose may be located outside the limits defined by building lines on any street frontage of any Lot, provided that it does not exceed four (4) feet in height.

SECTION 7. TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE.
The Architectural Committees, as established by the Declaration, have adopted and approved specific Design Guidelines (as defined in the Declaration) for the Property as provided therein. Such Design Guidelines specifically address the quality and type of construction materials and landscaping to be utilized on the Lots in the Property. Any improvements constructed upon any Lot

within the Property are subject to said Design Guidelines as same may be revised by such Architectural Committees.

SECTION 8. GARAGES AND DRIVEWAYS. Except as otherwise approved in writing by the Architectural Committees, each residence shall be served by a fully enclosed garage large enough to provide parking for a minimum of two cars. Garages may be attached or detached from the residence, but a detached garage shall be no closer than eight (8) feet from the rear property line of the Lot and no closer than five (5) feet from any side property line of the Lot. For purposes of this Supplemental Amendment, a detached garage shall refer to a garage which is a free standing building and does not share a common wall with the residence, although it may be connected to the residence by a covered walkway and may be architecturally treated so as to appear to be part of the residence building rather than a separate structure. No garage shall be placed in front of a residence as viewed from the Street the residence faces and no portion of a garage shall be closer than the residence it serves to the Street such residence faces. No garage on a Corner Lot with a driveway entry from a Street on a side property Lot line shall be closer than twenty-five (25) feet to the side Lot line common to such side Street.

ARTICLE V

SPECIFIC LOT RESTRICTIONS

All Lots in the Subdivision which are adjacent to Recreation Reserve H, to Detention Reserve E, or to Detention Reserve F as shown on the Subdivision Plat shall have constructed and shall maintain along each common property line between such Lots and any of such reserve tracts a fence of materials and design to be specified by the New Construction Committee of the Master Association.

ARTICLE VI

ENFORCEMENT

The Master Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants,

conditions, restrictions, and liens contained herein. Failure of the Master Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Property has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of the Articles and Sections contained in this Supplemental Amendment are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

SECTION 5. REPLATTING. Declarant shall have the right, by platting or in any other lawful manner, to create Lots out of any Tract contained within the Property and in the event Declarant does so such Lots shall thereafter be subject to these

restrictions in the same manner as all other Lots in the Property, including all set backs established for Lots herein and in the Declaration.

SECTION 6. AMENDMENT. This Supplemental Amendment may be amended by an instrument executed by the Owners of two-thirds (2/3rds) of the Lots in the Property.

SECTION 7. CONFLICT. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the provisions of the Declaration shall control.

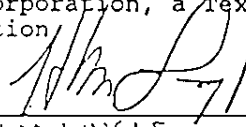
ARTICLE VIII

LIENHOLDER

Commonwealth Savings Association, the owner and holder of a lien or liens covering the Property, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions upon such land.

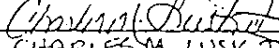
IN WITNESS WHEREOF, this Declaration is executed to be effective as of the date first set forth above.

L.T.G. Corporation, a Texas corporation

By: 
Name: H M LINGLE

Its: PRESIDENT

Commonwealth Savings Association

By: 
Name: CHARLES M. LUSICK III

Its: SENIOR VICE PRESIDENT

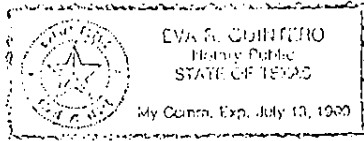
pc2/COMSEC3.LTG

AS PER ORIGINAL

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on ^{August} ~~December~~ 17th, 1988 by H. M. Lingle, President of L.T.G. Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)

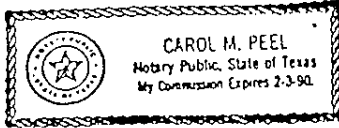


Eva R. Quintero
Notary Public in and for
the State of Texas
Eva R. Quintero
Name printed or typed
My commission expires: July 18, 1990

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on ^{August} ~~December~~ 17th, 1988 by CHARLES M. USK III, SENIOR VICE PRESIDENT of Commonwealth Savings Association, a Texas savings and loan association, on behalf of said association.

(SEAL)



Carol M. Peel
Notary Public in and for
THE STATE OF TEXAS
CAROL M. PEEL
Name printed or typed
My commission expires: 2-3-90

RETURN TO:
Fort Bend Title Company
P. O. Box 357
Richmond, Texas 77469
ATTN: GEORGE HIGHTON, JR.

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

FILED

AUG 23 1988

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Dianna
COUNTY CLERK
FORT BEND COUNTY



Dianna Wilson
County Clerk, Fort Bend Co., Tex.