

2900

SWEETWATER
and COMMONWEALTH PARK
SUPPLEMENTAL AMENDMENT

This Supplemental Amendment is made as of the 20th day of April, 1987 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 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 Sweetwater, Section Twelve, a subdivision of land in Fort Bend County, Texas, as shown on a map or plat thereof recorded under Slide Nos. 803/B and 804/A in the Map 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 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 the real property identified in Exhibit "A" hereto.

SECTION 8. "Residential Unit" shall mean and refer to any detached single family home intended for residential purposes, contained within the Property. "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. "Sweetwater Lots" shall mean and refer to any of the following Lots as shown on the Subdivision Plats:

..Block 5, Lots 1 through 7, inclusive,
Block 6, Lots 1 through 6, inclusive,
Block 8, Lots 1 through 7, inclusive,
Block 9, Lots 1 and 2, and
Block 11, Lot 1.

SECTION 12. "Commonwealth Park" shall mean and refer to any of the following Lots as shown on the Subdivision Plat:

Block 1, Lots 1 through 35, inclusive,
Block 2, Lots 1 through 9, inclusive,
Block 3, Lots 1 through 14, inclusive,
Block 4, Lots 1 through 20, inclusive,
Block 7, Lots 1 through 11, inclusive, and
Block 10, Lot 1.

SECTION 13. "Tract" shall mean and refer to any tract of land contained within the Property other than Lots.

ARTICLE III

DESIGNATION OF NEIGHBORHOODS

The Sweetwater Lots and the Commonwealth Park Lots are each hereby designated a Neighborhood as such term is defined in the Declaration with the names "Sweetwater" and "Commonwealth Park". The Master Association shall have the power to levy annual neighborhood assessments on the Lots in either or both of such Neighborhoods 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 and attendant improvements.

SECTION 2. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE IN A RESIDENCE. For each Sweetwater Lot greater than 14,000 square feet in area, the minimum allowable area of interior living space in a Residential Unit shall be 3,500 square feet. For each Sweetwater Lot of less than 14,000 square feet of area, the minimum allowable area of interior living space in a Residential Unit shall be 3,000 square feet. For each The Commonwealth Lot, the minimum allowable area of interior living space in a Residential Unit shall be 2,800 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:

- (i) No Residential Unit shall be located nearer than ten (10) feet to any side property Lot line.
- (ii) A detached garage adjacent to an interior side property Lot line shall be no nearer than five (5) feet to such 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. DETENTION, PARK OR LANDSCAPE RESERVE LOTS. All Lots having a property Lot line in common with any designated water detention area, park area or landscape reserve area, shall be subject to the provisions of this Section 7. Such Lots subject to this Section 7 are as follows:

Block 1, Lot 1
Block 3, Lots 1 through 14, inclusive
Block 4, Lots 1 through 12, inclusive and Lot 20,
Block 5, Lots 1 through 7, inclusive
Block 6, Lots 1, 2, 5 and 6,
Block 7, Lots 1 through 5, inclusive and Lots 8 through 11, inclusive
Block 8, Lots 1 through 7, inclusive
Block 9, Lots 1 and 2
Block 10, Lot 1
Block 11, Lot 1

- (i) Walls, fences, and hedgerows: No solid fence, wall or privacy hedgerow may be located along or within sixteen (16) feet of the property line of any of the Lots described above which is common to any such detention, park or landscape reserve area. The only type of fence allowable along or within sixteen (16) feet of the property line of any of the Lots described above which is common to any such detention, park or landscape reserve area shall be made of wrought iron (or steel having the appearance of wrought iron). Said fence shall be of the same design and quality as approved by the applicable Architectural Committee as provided in the Declaration.
- (ii) Non-architectural improvements: No non-architectural improvements shall be constructed within 8 (eight) feet of the property line of any of the Lots described above which is common to any such detention, park or landscape area, except fences of permitted design provided that said fences are constructed within 1 foot of the referenced property line. No non-architectural improvements over seven (7) feet in height above

natural ground shall be constructed within 16 feet of the property line of any of the Lots described above which is common to any such detention, park or landscape area.

- (iii) Garages: No garage shall be constructed along or within sixteen (16) feet of the property line of any of the Lots described above which is common to any such detention, park or landscape reserve area.

SECTION 8. 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 9. GARAGES AND DRIVEWAYS: Except as otherwise approved in writing by the Architectural Committees or as otherwise specifically set forth in Article V hereof, each Residential Unit shall be served by a two-car fully enclosed garage with doors, and said garage and accompanying driveway shall be on the right side of the Residential Unit as viewed from the street to which the Residential Unit faces. Garages may be attached or detached from the residence, but detached garages 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. No attached garage shall face the street to which the residence is addressed. No driveway shall be closer than three (3) feet from any side property Lot line. No driveway shall enter from and no garage shall face Knightsbridge Boulevard. No garage shall be closer than the closest point of the Residential Unit on such Lot to the street to which such Residential Unit 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 property Lot line common to such side street.

ARTICLE V

SPECIFIC LOT RESTRICTIONS

Each of the following Lots shall be subject to the particular use restriction set forth beside each such Lot below:

Block 1, Lot 9: the residence on the Lot shall face Aylesbury Court; the garage may face and enter from St. Michael's Court.

Block 1, Lot 12; the residence on the Lot shall face Aylesbury Court; the garage may face and enter from St. Michael's Court.

Block 1, Lot 13: the residence on the Lot shall face Seaton Court; the garage may face and enter from St. Michael's Court.

Block 1, Lot 20: the residence on the Lot shall face Seaton Court; the garage may face and enter from St. Michael's Court.

Block 1, Lot 21: the residence on the Lot shall face Stalybridge Street; the garage may face and enter from St. Michael's Court.

Block 1, Lot 22: the residence on the Lot shall face Stretford Court; the garage may face and enter from Stalybridge Street.

Block 1, Lot 29: the residence on the Lot shall face Stretford Court; the garage may be on the left side of the residence as viewed from the street to which it is addressed, or the garage may face and enter from Stalybridge Street.

Block 1, Lot 30: the residence on the Lot shall face Hollinfare Court; the garage may face and enter from Stalybridge Street.

Block 1, Lot 35: the residence on the Lot shall face Hollinfare Court; the garage may face and enter from Stalybridge Street.

Block 2, Lot 5: the residence on the Lot shall face Hollinfare Court; the garage may face and enter from Stalybridge Street.

Block 2, Lot 8: the residence on the Lot may face Hollinfare Court; the garage may face and enter from Stalybridge Street.

Block 2, Lot 1: the residence on the Lot shall face Stalybridge Court; the garage shall face and enter from Stalybridge Street.

Block 3, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 3, Lot 2: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 4, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 7, Lot 6: the residence on the Lot shall face Dartmoor Street; the garage may enter from Hessenford Street.

Block 4, Lot 19: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 4, Lot 20: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 5, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces

Block 5, Lot 2: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 5, Lot 3: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 5, Lot 4: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 5, Lot 5: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 5, Lot 6: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 5, Lot 7: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 6, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the

front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 6, Lot 2: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 6, Lot 3: the residence on the Lot shall face Dartmoor Street, the garage shall face and enter from Dartmoor Court.

Block 6, Lot 4: the residence on the Lot shall face Hessenford Street, the garage shall face and enter from Dartmoor Court.

Block 6, Lot 6: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 4, Lot 19: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces

Block 7, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 7, Lot 2: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 7, Lot 6: the residence on the Lot shall face Dartmoor Street; the garage shall be either on the left side of the residence as viewed from the street the residence faces, or shall face and enter from Hessenford Street.

Block 7, Lot 11: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

Block 8, Lot 1: the residence on the Lot shall face St. Michaels Court; the garage shall face and enter from Rainford Court.

Block 8, Lot 5: the shortest distance from any point on the residence to any point on the Lot property line in common with the street right of way shall not be greater than 60 feet.

Block 8, Lot 7: the residence shall face St. Michaels Court; the garage shall be on the left side of the residence, as viewed from the street the residence faces.

Block 9, Lot 1: the residence shall at no point be closer than 35 feet to the Lot property line in common with Knightsbridge Boulevard.

Block 9, Lot 2: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces.

Block 10, Lot 1: the garage on the Lot shall be on the left side of the residence, as viewed from the street the residence faces; the side of the residence facing Knightsbridge Boulevard shall be designed similar to the front of a typical residence, such as using full sized windows and complete architectural amenities, so as to present a complimentary appearance to Knightsbridge Boulevard.

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 this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

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.

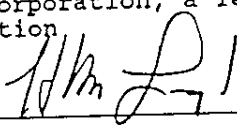
ARTICLE VII

LIENHOLDER

Commonwealth Savings Association, the owner and holder of a lien or liens covering the land in the Subdivision, 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.

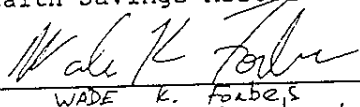
IN WITNESS WHEREOF, this Declaration is executed as of the
20th day of APRIL, 1987.

L.T.G. Corporation, a Texas
corporation

By: 

Its: PRESIDENT

Commonwealth Savings Association

By: 

Its: WADE K. FORBES
Vice President

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on April 20th,
1987 by H.M. Lingle, President of L.T.G.
Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)



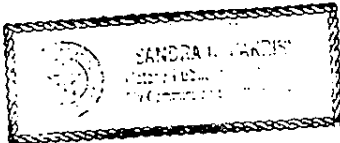
Eva R. Quintero
Notary Public in and for
the State of Texas

Eva R. Quintero
Name printed or typed
My commission expires: 7-18-90

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on April 20,
1987 by Sandra L. Tarr-Pitt, President of
Commonwealth Savings Association, a Texas savings and loan
association, on behalf of said Commonwealth Savings Association.

(SEAL)



Sandra L. Tarr-Pitt
Notary Public in and for

Sandra L. Tarr-Pitt
Name printed or typed
My commission expires: 7-12-90

" PROPERTY "

All of Sweetwater Section Twelve, a subdivision of land in Fort Bend County, Texas, as shown on the map or plat thereof recorded under Slide Nos. 803/B and 804/A in the Map Records of Fort Bend County, Texas.

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

APR 23 1987



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

FILED

'87 APR 21 P4:17

James Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

EXHIBIT "A"

PLEASE RETURN TO:
Fort Bend Title Company
P. O. Box 367
Richmond, Texas 77469
ATTN: GEORGE HOUGHTON