

K831859

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CONCORD BRIDGE, SECTIONS ONE (1),
TWO (2), THREE (3), FOUR (4), FIVE (5) AND SEVEN (7)

11/12/86 90375566

11/12/86 90375521

K831859 \$ 62.75
K831859 \$ 64.25
K831753

WHEREAS, FAIRBANKS ASSOCIATES, a Joint Venture composed of Rylis Realty Company, a Texas Corporation, and Century Land Company, a Joint Venture composed of James C. Niver and CDL, Inc., a Texas Corporation, hereinafter referred to as Declarant, has caused certain property in Harris County, Texas to be subdivided for residential purposes, which property is more particularly described as CONCORD BRIDGE, SECTION ONE (1), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 295, Page 96 of the Map Records of Harris County, Texas; CONCORD BRIDGE, SECTION TWO (2), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 314, Page 24 of the Map Records of Harris County, Texas; CONCORD BRIDGE, SECTION THREE (3), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 314, Page 25 of the Map Records of Harris County, Texas; CONCORD BRIDGE, SECTION FOUR (4), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 320, Page 91 of the Map Records of Harris County, Texas; CONCORD BRIDGE, SECTION FIVE (5), a subdivision of Harris County, Texas, according to the map or plat thereof, recorded in Volume 325, Page 115 of the Map Records of Harris County, Texas; and CONCORD BRIDGE, SECTION SEVEN (7), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 325, Page 116 of the Map Records of Harris County, Texas.

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against CONCORD BRIDGE, SECTION ONE (1) as recorded under Harris County Clerk's File No. G934452;

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against CONCORD BRIDGE, SECTIONS TWO (2) and THREE (3) as recorded under Harris County Clerk's File No. H804603;

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against CONCORD BRIDGE, SECTION FOUR (4) as recorded under Harris County Clerk's File No. J536493; and

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against CONCORD BRIDGE, SECTIONS FIVE (5) and SEVEN (7) as recorded under Harris County Clerk's File No. J746082. All the foregoing documents hereinafter being collectively referred to as the "Restrictive Covenants".

WHEREAS, Declarant is currently the owner of those certain lots in CONCORD BRIDGE, SECTION FIVE (5), to-wit:

Lots One (1) through Thirty (30), inclusive, Block One (1); Lots One (1) and Two (2), and Lots Six (6) through Thirty-One (31), inclusive, Block Two (2); Lots One (1) through Thirty-Eight (38), inclusive, Block Three (3); Lots Five (5) and Seven (7), Block Five (5); Lots One (1) through Fourteen (14), inclusive, Lot Seventeen (17), Lots Nineteen (19), inclusive, Lot Twenty-Three (23), inclusive, Lot Twenty-Six (26), Lot Twenty-Nine (29), Lot Thirty-Five (35), Lot Thirty-Seven (37) and Lot Thirty-Nine (39), Block Six (6).

WHEREAS, Declarant is currently the owner of those certain lots in CONCORD BRIDGE, SECTION SEVEN (7), to-wit:

Lots One (1) through Thirty (30), inclusive, Block One (1); Lots Two (2) through Forty-Eight (48), inclusive, Lot Fifty (50) and Fifty-One (51), Block Two (2); Lots One (1) through Fourteen (14), inclusive, Block Three (3); Lots One (1) through Fifteen (15), inclusive, Block Four (4); Lot Two (2), Lots Four (4) through Six (6), inclusive, Lot Ten (10), Lot Fourteen (14), and Lot Twenty (20), Block Five (5); Lots One (1) through Four (4), inclusive, Lot Six (6), Lot Eight (8), Lot Twenty-Nine (29), Lots Thirty-Two (32) through Thirty-Six (36), inclusive, Block Six (6).

WHEREAS, the undersigned, being a majority of those eligible to vote in the CONCORD BRIDGE HOMEOWNERS ASSOCIATION, desire that the Restrictive Covenants be amended in accordance with the provisions of Article VIII, Section 8.1 of the respective Restrictive Covenants, and in furtherance of the common scheme and uniform plan established for the present and future owners of lots in CONCORD BRIDGE, SECTIONS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), and SEVEN (7).

NOW, THEREFORE, in consideration of the premises, Article III, Section 3.15 of the Declaration of Covenants, Conditions and Restrictions for CONCORD BRIDGE, SECTION ONE (1), and Article III, Section 3.16 of the Declaration of Covenants, Conditions and Restrictions for CONCORD BRIDGE, SECTIONS TWO (2), THREE (3), FOUR (4), FIVE (5) and SEVEN (7), are hereby amended to read as follows:

"Location and Placement of Antennae. No electronic or mechanical antennae or similar devices of any type other than one antenna for receiving normal television signals through airwaves or one antenna for receiving normal satellite signals through airwaves, shall be erected, constructed, placed or permitted to remain on any lot, house, garage or building unless the requirements hereinafter set forth in this Section are strictly complied with. A television antenna for receiving signals through airwaves may be attached to the main residential house, only; provided, however, that said television antenna shall only be attached to the rear of the main residential dwelling, and shall not extend above the roof ridge line of the main residential structure closest to said antenna. Further, said television antenna shall not be visible from any street or other right-of-way in the subdivision. In all cases, said television antenna shall never be erected or permitted to remain as a free-standing structure. One antenna for receiving normal satellite transmissions or signals through airwaves (a "satellite dish"), per lot, is permitted so long as all of the following requirements are strictly complied with:

1. No satellite dish shall exceed 10 feet in diameter nor shall any satellite dish, including its base or anchoring structure, exceed 12 feet in height measuring from the grade level of the lot.

2. Said satellite dish shall be one solid color only, either white or black or shades of either brown, grey or tan.
3. Said satellite dish shall not be visible from the street or right-of-way fronting any lot.
4. No satellite dish shall ever be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any lot or common property.
5. Said satellite dish must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions.
6. No advertising slogans, logos, banners, signs or any other printing or illustrations whatsoever shall ever be permitted upon or be attached to any satellite dish.
7. No satellite dish shall ever be used for the transmission of any signal whatsoever, and said satellite dish shall be for the purpose of receiving only normal satellite signals through airwaves for television veiwing purposes only. No satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the subdivision.
8. No satellite dish shall be placed, erected or permitted to remain on any lot in the subdivision without the prior written approval of the subdivision Architectural Control Committee, and, further, unless and until it is demonstrated that the placement of such satellite dish will strictly comply with the requirements of this Section. The procedures for obtaining Architectural Control Committee approval shall be the same as those set forth in Article IV of the Declaration of the respective Covenants, Conditions and Restrictions covering CONCORD BRIDGE, SECTIONS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5) and SEVEN (7).
9. In all cases, each lot may contain either a permitted television antenna or a permitted satellite dish, but not both.

Except as herein expressly amended, all other terms and provisions of the Restrictive Covenants shall remain and continue in full force and effect.

EXECUTED on the dates below written, by the undersigned, being a majority of those eligible to vote in the CONCORD BRIDGE HOMEOWNERS ASSOCIATION.

664-71-2242

FAIRBANKS ASSOCIATES, a Joint Venture of:

RYLIS REALTY COMPANY

10/23/86
Date

BY: [Signature]
Vice-President

CENTURY LAND COMPANY, a Joint
Venture of:

CDL, INC, a Texas Corporation

10/27/86
Date

BY: [Signature]
Vice-President

JAMES C. NIVER

[Signature]
Grantor

October 23, 1986
Date

THE STATE OF TEXAS \$
\$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared, L. E. Hill, Asst. Vice President of RYLIS REALTY COMPANY, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said corporation and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of October, 1986.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS \$
\$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared, Walker M. Bass, Vice President of CDL, INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said corporation and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of October, 1986.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



RUTH B. CANT

Notary Public, in and for the State of Texas
My Commission expires July, 31, 1988

064-71-2243

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

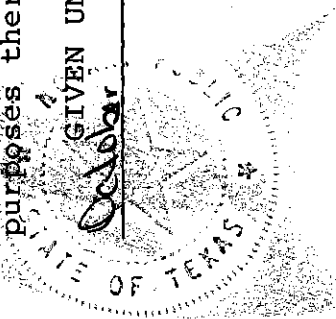
BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared JAMES C. NIVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of

October

, 1986.

Brenda Stigale
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 2/8/88
BRENDA STIGALE



FEDERAL HOUSING ADMINISTRATION

November 6, 1986 BY: [Signature]
Date Its Authorized Agent

THE STATE OF TEXAS \$
\$
COUNTY OF HARRIS \$

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared William Ledbetter, Jr., a duly authorized agent of the FEDERAL HOUSING ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said FEDERAL HOUSING ADMINISTRATION and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of November, 1986.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
GYNDA L. FOWELL
My Commission expires 8-11-89

[Signature]

NEVA TAYLOR
PLANNED Community Mgt.
P.O. 219223
Houston, TX. 77218