

15<sup>th</sup> 51163  
COMPARED

FIRST  
AMENDMENT

DEED  
1190 36

OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PIN OAK VILLAGE  
SECTION ONE

WHEREAS, Pin Oak Village, Inc., adopted certain Covenants, Conditions, and Restrictions upon a tract of land which has been subdivided as Pin Oak Village, Section One, which were duly recorded in Volume 1048 at Page 215 of the Deed Records of Fort Bend County, Texas under County Clerk's file number 10167 and,

WHEREAS, THE UNDERSIGNED, being the Declarant and Declarant's lienholder(s) of Pin Oak Village, Section One, desire to amend said Declaration to more adequately provide funding for the Association through increased annual assessments and to provide for a rate of assessments payable by builders in the subdivisions; to clarify the requirements regarding garages; and to increase the minimum area required for the main residential structure on each Lot, so that the public record accurately reflects what these parties originally intended to provide with regard to the matters hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Pin Oak Village, Inc. as Declarant and the undersigned lienholders and owners hereby accept and adopt the following amendments to the Declaration of Covenants, Conditions, and Restrictions of Pin Oak Village, Section One, as recorded in Volume 1048 at Page 215 of the Deed Records of Fort Bend County, Texas, as follows:

I.

Article I, Section 7 is hereby added and shall read as follows:

DEED

1100 37

Section 7. "Builder" shall mean and refer to Owners who have purchased one or more developed lots solely for the purpose of constructing improvements thereon consistent with the use restrictions set forth in Article VI of this Declaration.

II.

Article IV, Section 3 is hereby amended to read as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Four Hundred and no/100 Dollars (\$400.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be increased either by an amount equal to ten percent (10%) of the maximum annual assessment for the previous year or by the increase in the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, all items unadjusted for seasonal variation, whichever is less. The CPI adjustment to the maximum assessment for any year shall be the amount determined by (i) taking the dollar amount specified above in the first sentence of this Section, (ii) multiplying that amount by the published CPI number for the sixth month prior to the beginning of the subject year and (iii) dividing that resultant by the published CPI number for the sixth month prior to the month in which this declaration was signed by the Declarant.

(b) In the event that the aforementioned Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average is not published by the U. S. Department of Labor, the maximum annual assessment shall be adjusted by the use of any similar applicable index currently published by the United States Government. If no similar applicable index is published, then the maximum annual assessment shall

be increased by an amount equal to the average percentage increase over the previous history of the Association.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) The Board of Directors may fix the annual assessment, as of January 1 of each year immediately following the conveyance of the first lot to an Owner, at an amount not in excess of the maximum as provided in Paragraphs (a) and (b) of this Section 3. As long as there is a Class B membership the Board of Directors may charge and collect a fraction of the annual assessment on each lot until the conveyance of said lot by Declarant to an Owner, provided that, after any conveyance of the Common Area, any such fractional charge to Declarant shall not be less than fifty percent (50%).

III.

Article IV, Section 6 is hereby amended to read as follows:

Section 6. Uniform Rate of Assessment.

Annual and special assessments shall be fixed at a uniform rate as follows:

DEED  
1190 PAGE 39

(a) Owners as defined herein shall pay 100% for both annual and special assessments;

(b) The Declarant and its successors as defined herein shall pay 50% of both annual and special assessments attributable to their unimproved lots.

(c) Builders as defined herein shall pay 50% of both annual and special assessments attributable to their lots.

IV.

Article VI, Section 1 is hereby amended to read as follows:

Section 1. Single Family Residences. No Lot within the subdivision shall be used except for residential purposes; provided, however, that until the Declarant, its successors or assigns shall have sold all of the lots in the subdivision, a field office may be located and maintained on one lot by Declarant, its successors, assigns or agents, the location of which field office may be changed from time to time as the lots are sold, and a builder constructing a residence or residences in the subdivision may place a field office or sales offices on a lot or lots during said construction, provided that the approval of the Declarant is first had and obtained. The term "residential purposes" as used herein excludes hospitals, clinics, apartment houses, boarding houses, hotels and all commercial and professional uses; all such uses of property in the subdivision are hereby prohibited. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling, a private garage containing fully enclosed parking space for not less than two (2) cars and bona fide servants' quarters, which structures shall not exceed the main dwelling in height and which structures may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed full-time on the premises by the family occupying the main residence, and no room(s) in the dwelling and no space in any other structure shall be let or rented. The provisions of this Section 1 shall not preclude the

DEED

VS 1100 PAGE 40

main residential structure, together with all other structures located on the lot, from being leased or rented in their entirety as a single residence to one family or person, provided however that no rental or lease shall be for a term of less than thirty (30) days.

V.

Article VI, Section 3, is hereby amended to read as follows:

Section 3. Minimum Square Footage Within Improvements.

The living area in the main residential one-story structure on each lot (exclusive of one-story open porches and garages) shall not be less than two thousand (2,000) square feet. The living area in the main residential two-story structure on each lot (exclusive of one-story open porches and garages) shall not be less than two thousand five hundred (2,500) square feet.

VI.

ALL OTHER TERMS AND CONDITIONS set forth in the Declaration of Covenants, Conditions, and Restrictions described above remain in full force and effect, except to the extent they are modified herein.

IN WITNESS WHEREOF, this instrument has been executed this 3<sup>rd</sup> day of November, 1982.

Pin Oak Village, Inc.

By: [Signature]  
Jerry L. Hork,  
Executive Vice-President

ATTEST:

[Signature]  
[Signature]  
Tresa R. Little  
Mauree Mardino

LIENHOLDER:

Home Savings Association

By: [Signature]  
William G. Barnett,  
Executive Vice-President

DEED

MC 1190-11 41

ATTEST:

*Frances A. Halpouty*  
Frances A. Halpouty

LIENHOLDERS:

PIN OAK, LTD.

By:

*James W. Gustafson*  
James W. Gustafson,  
Managing General Partner

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared Jerry E. York, Executive Vice-President of Pin Oak Village, Inc., 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 and consideration therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of November, 1982.

*Jessie R. Little*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared William G. Barnett, Executive Vice-President of Home Savings Association, 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 and consideration therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of November, 1982.

*Jessie R. Little*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

JESSIE R. LITTLE  
Notary Public in and for Harris County, Texas  
My Comm. Expires January 30, 1985

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

DEED  
Vol 1100 PAGE 42

BEFORE ME, the undersigned authority, on this day personally appeared James W. Gustafson, Managing General Partner of Elm Oak, Ltd, a Texas limited partnership, 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 and consideration therein stated, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15TH day of NOVEMBER, 1982.

*J. S. Shuttlesworth*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

7022-91  
18772

J. S. SHUTTLESWORTH  
Notary Public State of Texas  
My Commission Expires May 5, 1985  
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

FILED FOR RECORD  
AT 7:36 O'CLOCK A.M.

NOV 18 1982

*Pearl Elliott*  
COUNTY CLERK, FORT BEND COUNTY, TEX.

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



NOV 15 1982

*Pearl Elliott*  
County Clerk, Fort Bend Co., Tex.