



After Recording Return To:  
Robert D. Burton  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
email: [rburton@winstead.com](mailto:rburton@winstead.com)

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

***SUNSET ESTATES***

***HARRIS COUNTY, TEXAS***

Cross reference to Declaration of Covenants, Conditions and Restrictions for Sunset Estates, recorded as Document No. 20090094483 in the Official Public Records of Harris County, Texas.

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SUNSET ESTATES**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Estates (this "**Amendment**") is made by the Owners of all Lots in Sunset Estates (the "**Owners**"), and is as follows:

**RECITALS:**

A. Sunset Estates, L.P., a Texas limited partnership ("**Declarant**"), previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Sunset Estates, recorded as Document No. 20090094483 in the Official Public Records of Harris County, Texas (the "**Declaration**").

B. Pursuant to *Section 11.10* of the Declaration, during the Development Period, the Declarant reserved the sole and exclusive right, without joinder or consent of, and without notice of any kind to any Owner or other Person, to amend, modify, revise or repeal, from time to time and at any time, the Declaration.

C. Pursuant to *Section 2.11* of the Declaration, the Development Period has ended.

D. Pursuant to *Section 12.02.1* of the Declaration, after the Development Period has ended, the Declaration may be amended by the Owners of three-fourths (3/4) of the total number of Lots contained within the Subdivision, in whole or in part, at any time and from time to time.

E. Pursuant to *Section 12.02.3* of the Declaration, the Owners have received proper notice of this Amendment and Owners of at least three-fourths (3/4) of the total number of Lots contained within the Subdivision hereby designate their approval of this Amendment as evidenced by their execution of this Amendment.

**NOW THEREFORE**, the Owners hereby amend and modify the Declaration as follows:

**1. Association.** *Section 2.03* of the Declaration is hereby deleted in its entirety and replaced as follows:

SECTION 2.03. "Association" means SOUTHAMPTON ON SUNSET, INC., a Texas non-profit corporation, to be incorporated for the purposes

contemplated by this Declaration, and its predecessors, successors (by merger, consolidation or otherwise) and assigns.

2. **Townhouse.** *Section 2.26* of the Declaration is hereby deleted in its entirety and replaced as follows:

SECTION 2.26. "Townhouse" means the detached single-family residence on a Lot.

3. **Southampton on Sunset, Inc.** The title of *Article III* of the Declaration is hereby deleted in its entirety and replaced as follows:

**Article III  
SOUTHAMPTON ON SUNSET, INC.**

4. **Organization.** *Section 3.01* of the Declaration is hereby deleted in its entirety and replaced as follows:

SECTION 3.01 **Organization.** SOUTHAMPTON ON SUNSET, INC., a Texas non-profit corporation (the "Association"), was organized and formed pursuant to this Declaration as a non-profit corporation under the laws of the State of Texas. The Association has full power, authority and standing to enforce all provisions of the Governing Documents. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the Governing Documents, providing for maintenance, preservation and architectural control within the Subdivision, the providing of such Subdivision Facilities as herein permitted or required, and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof as determined in the sole good faith opinions of the Board of Directors or Members.

5. **Exterior Maintenance.** *Section 6.01.2* of the Declaration is hereby deleted in its entirety and replaced as follows:

6.01.2 **Exterior Maintenance.** Each Owner shall maintain, repair and replace, at each Owner's sole cost and expense, the exterior of the Owner's Townhouse, including maintenance, paint, repair and replacement of exterior surfaces, foundations, roofs and gutters, windows and doors. Any such maintenance that effects the exterior appearance of a Townhouse is subject to applicable provisions of Article IV regarding

Architectural Control Committee approval. The timing of any such maintenance shall be coordinated through the Architectural Control Committee.

6. **Access and Other Rules and Regulations.** Section 6.01.6 of the Declaration is hereby deleted in its entirety.

7. **Agreement Relating to Common Walls and other Shared Structural Components.** Section 6.07 of the Declaration is hereby deleted in its entirety.

8. **Single Family Residence.** Section 8.01.1 of the Declaration is hereby deleted in its entirety and replaced as follows:

8.01.1 **Single Family Residence.** No building other than one (1) Townhouse which is to be occupied as a residence by one (1) single family and outbuildings, if and as may be approved in writing by the ACC, may be constructed, placed or permitted to remain on each Lot.

9. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective on the date this instrument is recorded.

[SIGNATURE PAGES FOLLOW]

**OWNER:**

By: DAW  
Printed Name: David Wetter  
Address: 1700 Sunset Unit G  
Houston, TX 77005

THE STATE OF <sup>Utah</sup> ~~TEXAS~~ §

COUNTY OF Salt Lake §

This instrument was acknowledged before me this 20<sup>th</sup> day of February, 2017, by David Wetter.

(SEAL)



Jason R. Denney  
Notary Public Signature

RP-2017-92294

**OWNER:**

By: Jerry L. Hyde  
Printed Name: Jerry L. Hyde  
Address: 1700 Sunset Blvd H  
Houston, Tx 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 25<sup>th</sup> day of January 2017, by Jerry L. Hyde.

(SEAL)

Melanie Butler  
Notary Public Signature



RP-2017-92294

OWNER:

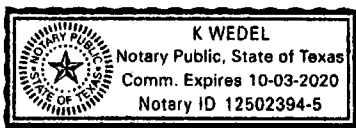
By: Elizabeth Kofod  
Printed Name: Elizabeth Kofod  
Address: 1700 Sunset Blvd #E  
Houston, Tx. 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 31 day of JANUARY 2017, by Elizabeth Kofod.

(SEAL)



KWedel  
Notary Public Signature

RP-2017-92294

OWNER:

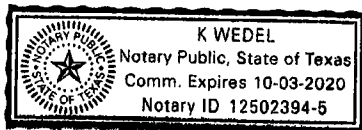
By: [Signature]  
Printed Name: ALAN R. KOFOED  
Address: 1700 SUNSET BLVD UNIT E  
Houston, TX 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 31 day of January 2017, by ALAN R. KOFOED.

(SEAL)



[Signature: K Weidel]  
Notary Public Signature

RP-2017-92294



**OWNER:**

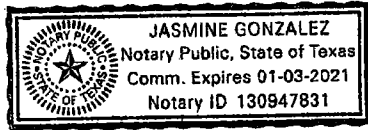
By: R. Daniels-Kolin  
Printed Name: RANDOLPH DANIELS-KOLIN  
Address: 1700 D SUNSET BLVD  
HOUSTON, TX 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 02 day of February 2017, by Randolph Daniels-Kolin

(SEAL)



Jasmine Gonzalez  
Notary Public Signature

RP-2017-92294

**OWNER:**

By: Bart C Trover  
Printed Name: Bart C Trover  
Address: 1700 A Sunset Blvd  
Houston Tx 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 24<sup>th</sup> day of January, 2017, by Kourtney Tolbert.

(SEAL)



[Handwritten Signature]

Notary Public Signature

**OWNER:**

By: T Jay Collins  
Printed Name: T. JAY Collins  
Address: 1700 SUNSET BLVD #F  
Houston, TX, 77005

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 30 day of January 2017, by Thomas J. Collins

(SEAL)



Tanyal S. Sanders  
Notary Public Signature

RP-2017-92294  
# Pages 12  
03/03/2017 02:14 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$56.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-92294