

Amend

SECOND AMENDMENT
OF DECLARATION OF
COVENANTS AND RESTRICTIONS
FONDREN SOUTHWEST NORTHFIELD, SECTION EIGHT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This SECOND AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS ("Second Amendment") is hereby executed on the 30th day of November, 1989, and filed in the Official Public Records of Real Property of Harris County, Texas, in order to amend that certain Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, filed in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File No. H-833185, and recorded under Film Code No. 039-83-1721, as amended by First Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, filed for record under Harris County Clerk's File No. J-759792 and recorded under Film Code No. 098-88-2130 (said Declaration, as amended, called the "Original Declaration"). CHARTER ASSOCIATES, a Texas joint venture (composed of T.M.C. Associates, Inc., which corporation has merged into The Mischer Corporation, American General Realty Investment Corporation and Commonwealth Savings Association, which corporation is now known as Commonwealth Federal Savings Association), executed the Original Declaration, and is herein called the "Declarant."

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WITNESSETH:

WHEREAS, the Declarant executed the Original Declaration and, except as provided below with respect to the property owned by Young Israel of Houston, Inc., owns all of the land and premises covered by the Original Declaration, said land and premises being described as follows:

we

All of Fondren Southwest Northfield, Section Eight (8), a subdivision in Harris County, Texas, according to the replat (the "Original Replat") thereof recorded in Volume 327, Page 108 of the Map Records of Harris County, Texas, all of which is called the "Subdivison";

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WHEREAS, the Subdivision has been partially replatted by virtue of a Partial Replat (the "Partial Replat"), as set forth in the map or plat thereof recorded in Volume 343, Page 125 of the Map Records of Harris County, Texas, such Partial Replat having been filed to dedicate an unrestricted reserve in place of Lots 6 through 13, Block 3 of the Original Replat;

WHEREAS, the following described property forms a portion of the Subdivision, and is owned by Young Israel of Houston, Inc. ("Young Israel"), a Texas non-profit corporation, and is herein referred to as the "Synagogue or Church Site", consisting of approximately 1.6197 acres, and is the same property affected by the Partial Replat above described:

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block Three (3) of the Subdivision, SAVE AND EXCEPT all interest of whatever nature in and to the oil, gas, condensate, gaseous liquid or liquefiable hydrocarbons and other minerals produced in association with or incident to the production of oil and gas in, on or under or that may be a product from such land;

163-67-0766

WHEREAS, Declarant and Young Israel intend that in connection with the Partial Replat that this Second Amendment be executed and recorded of record to amend the Original Declaration as such Original Declaration affects the Synagogue or Church Site;

WHEREAS, the Original Declaration provides that same may be amended during the forty (40) year term thereof by an instrument executed by the owners of sixty-six percent (66%) of the lots described in the Original Declaration;

WHEREAS, the Declarant and Young Israel presently own more than sixty-six percent (66%) of said lots; and

WHEREAS, Declarant and Young Israel desire to amend the Original Declaration as hereinafter provided;

NOW, THEREFORE, the Original Declaration is amended as follows:

I.

Except as otherwise provided herein, all capitalized terms used herein shall have the definitions ascribed thereto in the Original Declaration.

II.

SECTION 2, defining "Builder" in Article I, is revised as follows:

"SECTION 2. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot or any improvements on the Synagogue or Church Site."

III.

SECTION 9, defining "Owner" in Article I, is revised as follows:

"SECTION 9. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot or the Synagogue or Church Site, but shall not refer to any person or entity holding a lien, easement, mineral interest or royalty interest burdening the title thereto."

IV.

SECTION 11, defining "Subdivision" in Article I, is revised as follows:

"SECTION 11. "Subdivision" shall refer to Fondren Southwest Northfield, Section Eight, as set forth in the map or plat thereof recorded in Volume 304, Page 47, of the Map Records of Harris County, Texas, as amended by Partial Replat (the "Partial Replat") of Fondren Southwest Northfield, Section Eight (8), as set forth in map or plat thereof recorded in Volume 343, Page 125, of the Map Records of Harris County, Texas."

V.

A new SECTION 13 is added to the Definitions in Article I, as follows:

"SECTION 13. "Synagogue or Church Site" shall mean the 1.6197 acre tract, unrestricted Reserve "B", as further described in the Partial Replat."

VI.

SECTION 1 (entitled "Creation, Purposes and Duties") of Article II is amended by the addition thereto of the following paragraph at the end thereof:

"The representatives of the Architectural Control Committee from and after January 1, 1989, shall be Mark A. Kilkenny, James C. Box and Michael Schaffer until a successor is appointed pursuant to the Original Declaration. The Committee shall exercise its powers, duties and rights with respect to the Lots and the Synagogue or Church Site in the manner provided in Section 2 of this Article II."

VII.

SECTION 3 (entitled "Membership") of Article III is amended in its entirety to read as follows:

"Every Owner of a Lot or the Synagogue or Church Site shall be a member of the Association. Ownership of a Lot or the Synagogue or Church Site shall be the sole requirement for membership and no Owner of any Lot shall have more than one membership, but the Owner of the Synagogue or Church Site shall be deemed, for purposes of membership in the Association and with respect to maintenance assessments provided for in Article IV, to be the Owner of the equivalent of eight (8) Lots. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot (or the Synagogue or Church Site)."

VIII.

References to a "Lot" in Article IV (regarding maintenance assessments) shall be deemed to include the Synagogue or Church Site, which shall be deemed to be equivalent to eight (8) Lots.

The exemption provided in Section 10 of Article IV shall not apply to the Synagogue or Church Site.

IX.

A new SECTION 9 is added to the Use Restrictions provided for in Article VI, as follows:

"SECTION 9. Use of Synagogue or Church Site. Notwithstanding any contrary provisions in this Declaration, the Synagogue or Church Site shall be used for a church, synagogue, and any related improvements customarily situated on the site of a synagogue or church and reasonably necessary for the operation thereof, including adjacent structures for church or synagogue activities or a parsonage. The Committee shall exercise its rights and duties provided in Article II hereof with respect to the Synagogue or Church Site, and the Committee shall have absolute discretion to impose architectural restrictions, conditions and qualifications with respect to all structures and improvements to be built on the Synagogue or Church Site. The Association shall have the same rights and remedies with respect to the Synagogue or Church Site with respect to enforcement of exterior maintenance, landscaping maintenance and the Association's other rights and remedies provided in Article VII hereof, but consistent with the above use restrictions imposed on the Synagogue or Church Site.

Notwithstanding this Section 9 or any other provision in this Declaration, in the event that the Owner of the entire Synagogue or Church Site at any time desires that the Synagogue or Church Site be replatted and re-restricted for residential Lots, consistent with the plat and restrictions in place prior to the Partial Replat converting said site to the Synagogue or Church Site, this Declaration shall be amended accordingly by an Amendment to this Declaration executed by the Owner of the entire Synagogue or Church Site and any lienholder or lienholders with respect thereto, and said site replatted, provided that the Owner of the Synagogue or Church Site pays all costs and expenses in connection with said procedures and prepares the physical condition of the Lots to allow the building of residential improvements thereon in accordance with this Declaration."

X.

SECTION 8 (entitled "Replattng") of Article X, is revised by the addition thereto of the following sentence at the end thereof:

"Except as already provided in this Declaration or as provided in the next sentence, this Declaration shall not be amended to permit uses other than for single family residential use without the written consent and joinder of the Owner of the Synagogue or Church Site, which consent and joinder shall not be unreasonably withheld. It is the intent of this provision that the character of the neighborhood surrounding the Synagogue or Church Site be preserved as a single family residential neighborhood (with related amenities) as long as the Synagogue or Church Site is used for the purposes set forth in Section 9 of Article VI; provided, however, this provision shall not require such consent or joinder of the Owner of the Synagogue or Church Site if such use is modified to include patio homes or other residential uses with the density not greater than five (5) single family residential units per gross acre within the Subdivision."

Except as hereby amended, the Original Declaration shall remain in full force and effect. The undersigned, CHARTER ASSOCIATES, YOUNG ISRAEL OF HOUSTON, INC., and THE MORRIS & ANNE ASHENDORF FOUNDATION, INC. constitute all of the owners and lienholder with respect to Fondren Southwest Northfield, Section Eight (8).

IN WITNESS WHEREOF, this Second Amendment is executed by the undersigned, as of the 30th day of November, 1989.

CHARTER ASSOCIATES, a joint venture composed of:

The Mischer Corporation

By: James C. Box
Name: James C. Box
Title: Sr. Vice President

American General Realty Investment Corporation

By: [Signature]
Name: W. G. Orr
Title: Vice President

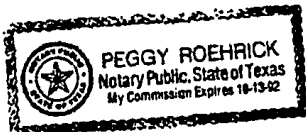
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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 29th day of November, 1989, by Th. S. Am, Vice President of American General Realty Investment Corporation, a Texas corporation, on behalf of said corporation.



Peggy Roehrick
Notary Public in and for
the State of T E X A S

Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 30th day of November, 1989, by Rick D. McKimnerney, Vice President of Commonwealth Federal Savings Association, a banking association, on behalf of said association.



Terri DeShazo
Notary Public in and for
the State of T E X A S

Printed Name: Terri DeShazo
My Commission Expires: 10-30-91

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 29th day of November, 1989, by Mark A. Kilkenny.



Karen D. White
Notary Public in and for
the State of T E X A S

Printed Name: Karen D. White
My Commission Expires: 6-10-92

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 29th day of November, 1989, by James C. Box.



Karen D. White
Notary Public in and for
the State of T E X A S

Printed Name: Karen D. White
My Commission Expires: 6-10-92

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

163-67-0771

This instrument was acknowledged before me on this the 27th day of November, 1989, by Michael Schaffer.

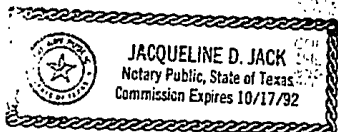


Karen D. White
Notary Public in and for
the State of T E X A S

Printed Name: Karen D. White
My Commission Expires: 6-10-92

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of November, 1989, by Reuven M. Bisk, President of Young Israel of Houston, Inc, a Texas non-profit corporation, on behalf of said corporation.



Jacqueline D. Jack
Notary Public in and for
the State of T E X A S

Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 21 day of November, 1989, by H. Wesley Ashendorf, President of The Morris & Anne Ashendorf Foundation, Inc., a Texas non-profit corporation, on behalf of said corporation.



Arturo D. DeLeon Jr.
Notary Public in and for
the State of T E X A S

Printed Name: Arturo D. DeLeon Jr.
My Commission Expires: 11/12/92

After recording return to:

Horan & Ruhlen
6363 Woodway, Suite 900
Houston, Texas 77057
Attn: Mr. Jim F. Avant

Please Return To:
The Mischer Corporation
2727 North Loop West
Suite 200
Houston, Texas 77008

Attn: Karen White

FILED
DEC 1 10 42 AM '89
Christa R. Beckwith
COUNTY CLERK
HARRIS COUNTY, TEXAS

163-67-0772

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 on

DEC 1 1989



John L. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

163-67-111