

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FONDREN SOUTHWEST NORTHFIELD, SECTION SEVEN**

This THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, FONDREN SOUTHWEST NORTHFIELD, SECTION SEVEN ("**Second Amendment**") is made and effective this 30th day of June, 2016 ("**Effective Date**"), by NorthfieldDH, LLC, a Texas limited liability company ("**Declarant**"), owner of more than sixty-six percent (66%) of the Lots in Fondren Southwest Northfield, Section Seven, a subdivision in Harris County, Texas (the "**Subdivision**"), and amends that certain Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Seven dated February 16, 1983, filed for record on February 28, 1983 under Clerk's File Number H-833184 of the Public Records of Harris County, Texas and recorded under Film Code No. 039-83-1697, as amended by that First Amendment of Declaration of Covenants and Restriction, Fondren Southwest Northfield, Section Seven dated August 1, 1984, filed for record on October 31, 1984 under Harris County Clerk's File Number J-759791 and recorded under Film Code No. 098-88-2126 (the "**First Amendment**"), and that Second Amendment of Declaration of Covenants and Restriction, Fondren Southwest Northfield, Section Seven dated January 26, 2016, filed for record on January 25, 2016 under Harris County Clerk's File Number RP-2016-30801 (the "**Second Amendment**") (as so amended, the "**Declaration**").

RECITALS:

WHEREAS, Article X, Section 7 of the Declaration provides, in part, that the Declaration may be amended during the initial forty (40) year term by an instrument executed by the Owners of sixty-six percent (66%) of the Lots or the Subdivision; and

WHEREAS, Declarant owns more than sixty-six percent (66%) of the Lots in the Subdivision; and

WHEREAS, the Subdivision has been partially replatted by virtue of an Amending Plat of Fondren Southwest Northfield, Section 7, recorded in Film Code No. 676948 (the "**Amending Plat**"); and

WHEREAS, Declarant owns that certain 1.303 acre tract of land described by metes and bounds on Exhibit "A" attached hereto and incorporated herein (the "**Detention Pond Tract**"), upon which Declarant intends to construct a detention pond (the "**Detention Pond**") for the drainage and collection of storm water; and

WHEREAS, Declarant has entered into that Drainage and Detention Pond Easement dated June 21, 2016 by and between Declarant, as Grantor, and Northfield Southwest Homeowners Association, Inc., a Texas non-profit corporation (the "**Association**"), which is the "Association" for purposes of the Declaration, as Grantee (the "**Easement**"), as filed for record on June 21, 2016 under Harris County Clerk's File Number RP-2016-267349; and

WHEREAS, Declarant desires to amend the Declaration to (i) incorporate the Amending Plat by reference as the legal description of the Subdivision; (ii) incorporate the Easement and specifically grant a non-exclusive easement to the Owners of the Lots for the benefit of all of the Lots in the Subdivision, such that all of the Lots in the Subdivision shall have a perpetual no-exclusive easement over, across, and on the Detention Pond Tract for the surface and subsurface drainage, collection, and detention of storm water emanating from the Subdivision into the Detention Pond (as identified in the Easement); and (iii) provide for the Association to be responsible for maintaining and repairing the Detention Pond, subject to inclusion of such maintenance and repair costs in the assessments paid by the Owners.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, Declarant hereby amends the agreement as follows:

1. Article I, Section 11 of the Declaration is hereby deleted in its entirety and the following shall be inserted in its place:

Section 11. "Subdivision" shall refer to Fondren Southwest Northfield, Section 7, as set forth in the Amending Plat of Fondren Southwest Northfield, Section 7, recorded in Film Code No. 676948.

2. Article VIII of the Declaration is hereby amended to add the following as Section 7 of such Article VIII:

Section 7. Drainage and Detention Pond Easement. Declarant hereby grants a perpetual non-exclusive easement to the Owners of the Lots of the Subdivision for the benefit of all of the Lots in the Subdivision for the surface and subsurface drainage, collection, and detention of storm water emanating from the Lots and the Subdivision over, across, and under the Detention Pond Tract into the Detention Pond. The Association shall be responsible for the maintenance and upkeep of the Detention Pond Tract and the Detention Pond, and the Owners shall not utilize the Detention Pond or Detention Pond Tract for any purpose whatsoever without prior written approval of the Association. The costs and expenses of the associations maintenance and repair of the Detention Pond and Detention Pond Tract shall be incorporated in the assessments and charges which the Association may assess the Owners from time to time pursuant to the provisions of Article IV.

3. Except as herein modified, all other terms and conditions of the Declaration, as amended, shall remain in full force and effect, and the parties hereto affirm, ratify, and approve the terms and conditions of said Declaration as amended and supplemented.
4. In the event of a conflict between the terms of the Declaration as amended and supplemented and this Third Amendment, this Second Amendment shall control for all purposes.
5. All defined terms and phrases herein contained shall have the same meaning as ascribed to in the Declaration as amended and supplemented, except as otherwise expressly stated herein.
6. This Third Amendment may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.
7. This Third Amendment may contain telecopied or PDF signatures which shall be deemed genuine original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Third Amendment as of the Effective Date.

NORTHFIELD DH, LLC, a Texas limited liability company

By: _____
Jacob S. Polatsek, Manager

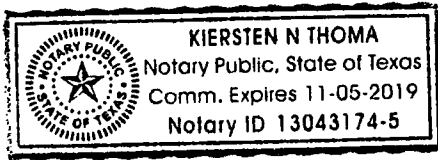
Date: 6/30/16

THE STATE OF TEXAS §

COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on the 30 day of June, 2016 by Jacob S. Polatsek, Manager of Northfield DH, LLC a Texas limited liability company, on behalf of said entity.

NOTARY PUBLIC SIGNATURE



RP-2016-286260

EXHIBIT A

LEGAL DESCRIPTION OF DETENTION POND TRACT

DESCRIPTION OF
1.303 ACRES (56,763 SQUARE FEET)
DRAINAGE AND DETENTION POND EASEMENT

Being 1.303 acres (56,763 square feet) of land located in the M.C. Friedenhaus Survey, Abstract Number 1260, Harris County, Texas, being all of Lots 1, 2, and 3 and a portion of Lot 4, Block 2 of corrected plat of Fondren Southwest Northfield Section Seven, a subdivision of record in Volume 303, Page 83 of the Map Records of said Harris County, Texas, (H.C.M.R.) and all of Lots 1, 2, and 3, Block 2, of the Replat of Fondren Southwest Northfield Section Eight, a subdivision of record in Volume 327, Page 108, H.C.M.R., said Lots 1, 2, and 3, Block 2, of said Replat of Fondren Southwest Northfield Section Eight being a portion of that certain called 6.574 acre tract (referred to as Tract 1-Part 2) conveyed to NorthfieldDH, LLC by an instrument of record under File Number 20150193042, of the Official Public Records of Real Property of said Harris County (H.C.O.P.R.R.P.) and said Lots 1, 2, 3 and 4, Block 2 of said Corrected Plat of Fondren Southwest Northfield Section Seven being a portion of that certain called 7.144 acre tract (referred to as Tract 2-Part 2) conveyed to NorthfieldDH, LLC by an instrument of record under File Number 20150193042, H.C.O.P.R.R.P., said 1.303 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD83, (2001 adj.):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set at the intersection of the north right-of-way line of Ludington Drive (60 feet wide) as shown on said Replat of Fondren Southwest Northfield Section Eight and the west right-of-way line of Pembridge Drive (60' wide) as shown on said Replat of Fondren Southwest Northfield Section Eight, said point also being the southeast corner of said Lot1, Block 2 of said Replat of Fondren Southwest Northfield Section Eight;

Thence, South 87° 45' 39" West, along the north right-of-way line of said Ludington Drive, 228.00 feet to a point for the common south corner of Lots 3 and 4, Block 2, of said Replat of Fondren Southwest Northfield Section Eight

Thence, North 02° 14' 21" West, departing said north right-of-way line and along the common line of said Lots 3 and 4, 115.00 feet to a point for the common north corner of said Lots 3 and 4, said point being on the north line of Block 2 of said Replat of Fondren Southwest Northfield Section Eight and the south line of Block 2 of said Corrected Plat of Fondren Southwest Northfield Section Seven;

Thence, South 87° 45' 39" West, along said north and south lines, 32.00 feet to a point for corner on the south line of Lot 4 of said Corrected Plat of Fondren Southwest Northfield Section Seven;

Thence, North 02° 14' 21" West, departing said north and south lines, 118.24 feet to a point for corner on the north line of Lot 4 of said Corrected Plat of Fondren Southwest Northfield Section Seven, said point being on the south right-of-way line of Coachwood Drive (50' wide) as shown on said Corrected Plat of Fondren Southwest Northfield Section Seven;

Thence, North 87° 45' 39" East, along the south right-of-way line of said Coachwood Drive, 246.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northerly end of a cut-back corner at the intersection of the south right-of-way line of said Coachwood Drive and the west right-of-way line of Pembridge Drive as shown on said Corrected Plat of Fondren Southwest Northfield Section Seven;

Thence, South 48° 59' 17" East, along said cut-back corner, 14.59 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southerly end of said cut-back corner, the beginning of a curve;

Thence, along said westerly right-of-way line of Pembridge Drive and 108.30 feet along the arc of a non-tangent curve to the right, having a radius of 1,870.00 feet, a central angle of 03° 19' 06", and a chord which bears South 03° 54' 52" East, 108.29 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the common east corner of Block 2 of said Replat of Fondren Southwest Northfield Section Eight and the Block 2 of said Corrected Plat of Fondren Southwest Northfield Section Seven;

Thence, South 02° 14' 21" East, continuing along westerly right-of-way line of Pembridge Drive as shown on said Replat of Fondren Southwest Northfield Section Eight, 115.00 feet to the POINT OF BEGINNING and containing 1.303 acres (56,763 square feet) of land.

RP-2016-286260

RP-2016-286260
Pages 7
07/01/2016 11:18 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$36.00

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-2016-286260