

16
AMEND

**AMENDMENT TO RESTRICTIVE COVENANTS OF
SPRING BRANCH WOODS, SECTION TWO**

20100312838
07/22/2010 - RP2: \$76.00

X

THIS AMENDMENT TO RESTRICTIVE COVENANTS OF SPRING BRANCH WOODS, SECTION TWO (this "Amendment"), effective as of the 15th day of July, 2010, is made and entered into by Nick Johnson, an owner of a real property lot within Spring Branch Woods, Section Two ("Johnson"), on behalf of the majority of the real property lot owners within Spring Branch Woods, Section Two that signed the Petition (as later defined), and for the benefit of all of the real property lot owners within Spring Branch Woods, Section Two.

RECITALS

WHEREAS, Spring Branch Woods, Section Two, is a subdivision of 37.28 acres of land out of the Thomas A Hoskins Survey in Harris County, Texas, according to the plat of said subdivision filed for record in the Office of the Harris County Clerk on December 22, 1955, under Clerk's File No. 1532737 (the "Subdivision");

ee

WHEREAS, the original developer of the Subdivision – Spring Branch Woods, Inc. – imposed upon the Subdivision certain restrictive covenants dated effective on or around February 9, 1955, and filed for record in the Office of the Harris County Clerk under Clerk's File Nos. Volume 51, Page 21 and Volume 3101 (the "Restrictive Covenants"), with a copy of such Restrictive Covenants attached hereto and made a part hereof as Exhibit "A";

WHEREAS, pursuant to the Restrictive Covenants, such Restrictive Covenants continue to run with the land that comprises the Subdivision and such Restrictive Covenants control the development, re-development and maintenance of the Subdivision;

WHEREAS, the Restrictive Covenants can only be amended or terminated if an instrument is signed by the majority of the then owners of real property lots within the Subdivision;

WHEREAS, there are currently eighty-nine (89) real property lots within the Subdivision;

WHEREAS, pursuant to the Restrictive Covenants, Johnson was able to obtain an instrument signed by a majority of the current owners of real property lots within the Subdivision, wherein such Subdivision lot owners agreed to amend the Restrictive Covenants in accordance with this Amendment (the "Petition"), with a copy of such Petition attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, on behalf of the Subdivision and the parties to the Petition, Johnson executes this Amendment amending the Restrictive Covenants, as provided for herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the matters provided for herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a

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majority of the owners of real property lots within the Subdivision do herein and hereby amend the Restrictive Covenants in the following respects:

1. Part C, Paragraph 1. of the Restrictive Covenants shall hereinafter be amended to specifically permit the single family dwellings within the Subdivision to be no more than two (2) stories in height. As such, Part C, Paragraph 1. shall hereinafter read as follows (with the change to the provision highlighted and underlined):

Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private garage for not more than three automobiles.

2. Johnson and the parties to the Petition hereby ratify and confirm each of the terms and provisions of the Restrictive Covenants, as amended hereby.

3. This Amendment shall be an agreement made under and governed by the laws of the State of Texas.

4. This Amendment and the Petition may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

5. This Amendment shall be binding upon Spring Branch Woods, Inc., the parties signing the Petition, the other owners of real property lots within the Subdivision that did not sign the Petition, and all of their respective successors and assigns, and this Amendment shall inure to the benefit of all of the aforementioned parties, and their respective successors and permitted assigns.

6. Except as set forth in this Amendment, all provisions of the Restrictive Covenants shall remain unchanged and in full force and effect.

7. In the event that any conflict exists between the terms of the Amendment and the terms of the Restrictive Covenants, the terms of this Amendment shall control and the terms of the Restrictive Covenants shall be amended accordingly.

8. Unless otherwise defined in this Amendment, capitalized terms shall have the meaning assigned in the Restrictive Covenants.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective the day, month and year first hereinabove written.

JOHNSON:

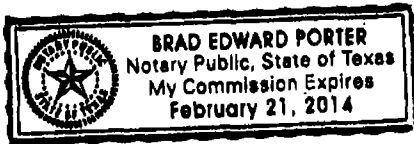
NICK JOHNSON
NICK JOHNSON

16R

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared NICK JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th day of JULY, 2010.



Brad E. Porter
Notary Public in and for the State of Texas

5692-60-640 JR

2010 JUL 22 PM 3:29
COUNTY CLERK
HARRIS COUNTY, TEXAS
FILED

After Recording Return To:
Nick Johnson
9760 Westview
Houston, Texas 77055

✓

... IN ADDITION TO THE ...
... THE ...

... SECTION ...
... THE ...

... SECTION ...
... THE ...

... SECTION ...
... THE ...

PART II - FINANCE

... SECTION ...
... THE ...

... SECTION ...
... THE ...

... SECTION ...
... THE ...

EXHIBIT "A"

HP 073-09-2636

and expense of the contractor to insure that all well logs shall be of a
 nature in the case these contracts are recorded, it being the intention
 on any lot of a cost of less than \$11,000.00 more than cost levels pro-
 vided in the contract. Well Logs and Plans to be placed on each lot

unless standardly approved. Approval shall be as provided in part 1,
 on any lot owner to any street line. The owner will then return the
 1. Access to any lot shall be granted, placed or altered
 to location with respect to cooperation and field work elevation.

materials, harmony of exterior, harmony with existing structures, and as
 architectural control committee as to quality of workmanship and
 plan showing the location of the structure have been approved by the
 altered on any lot with the construction plans and specifications and a
 2. Architectural Controls No building shall be erected, placed, or
 more than three stories.

dwellings not to exceed one story in height, and a private garage for not
 permitted to permit on any lot other than one detached single family
 residential purpose. No building shall be erected, placed, or
 3. Lot Use and Building Type No lot shall be used except for

PART C - RESIDENTIAL AREA CONTROLS

1. Lot Use and Building Type No lot shall be used except for
 shall in their entirety apply to Block Nos. 4, 12, 13, 14 and

2. Fully Protected Residential Areas The controls hereinafter,
PART D - AREA OF APPLICATION

County, Texas, according to the plat herewith filed in the office of the
 Clerk of County Court, Texas, on
 1955

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quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,200 square feet.

5. Building Location: No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than five feet to an interior lot line, except that side yard of three feet shall be permitted for a detached garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. A detached garage or permitted accessory building shall not be nearer than 5 feet from the rear lot line, but in no case shall it be located so as to encroach upon the dedicated utility easements. For the purposes of this covenant, eaves, steps, open porches, open terraces, walks and patios, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a building site to encroach upon another building site.

6. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,300 square feet.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become

or treatment system shall be operated on any lot.

16. Septic Disposal: No individual or community sewage disposal shall be permitted on any lot.

15. Water Supply: No individual or community water supply system clean and sanitary condition.

ment for the storage or disposal of such material shall be kept in a shall be kept in sanitary containers. All incinerators or other equip- mented as a dumping ground for rubbish. Trash, refuse or other waste

14. Garbage and Refuse Disposal: No lot shall be used or main- tained, or maintained for any commercial purposes.

or other household pets may be kept, provided that they are not kept, any kind shall be raised, bred, or kept on any lot, except that dogs, cats

13. Livestock and Poultry: No animals, livestock, or poultry of be erected, maintained or permitted upon any lot.

or other structure designed for use in sorting for all or natural gas shall mineral excavations or shafts be permitted upon or in any lot. No derrick shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels,

operations, oil refineries, quarries, or mining operations of any kind 12. Oil and Mining Operations: No oil drilling, oil development

property during the construction and sales period. sale or rent, and signs used by a builder or developer to advertise the and size of not more than five square feet advertising the property for

view on any lot except one address sign of not more than one square foot. 11. Signs: No sign of any kind shall be displayed on the property

Temporary Structures: No structure of a temporary nature shall be erected or enlarged to the neighborhood.

an increase or change to the neighborhood.

21. Trees: Each building site that does not have natural trees growing on it at the time of completion of the residence shall have planted on it a non-deciduous type of tree at least 2-inches in diameter measured 6-inches above the root of the tree. This tree if required, shall not be planted until after the completion of the construction of the residence on the building site.

PART D - ARCHITECTURAL CONTROL COMMITTEE

1. Memberships: The architectural control committee is composed of TRUETT PEACHEY, J. S. NORMAN, JR., and H. H. NORMAN, all of the City of Houston, Harris County, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or passage to it any of its powers and duties.

2. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E - GENERAL PROVISIONS

1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

RR 073-09-2641

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the express written permission of T. W. Dea, Inc.

meeting of said Board of Directors, held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this the 9th day of

February, 1956.

SPRING BRANCH WOOD, INC.

Truett Paschey
Truett Paschey, President

SUBSCRIBED AND SIGNED to before me, this the 9th day of February

1956.

W. L. Braden
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 Truett Paschey, as President of Spring Branch Wood, Inc., and A. F. Thomson Secretary of said corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 9th day of

February, 1956.

W. L. Braden
Notary Public in and for Harris County, Texas.

HP 073-09-2642

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS

THAT MR. AUGUST LOOK and wife, MINNIE LOOK, of Harris County, Texas,

being the holders and owners of mortgage liens on the property situated and recorded as SHILOH BRANCH WOODS, SECTION TWO (2), a subdivision of 37.44

acres of land out of the Thomas A. Houston Survey, in Harris County, Texas,

according to the plat of said subdivision filed for record in the office of

the County Clerk of said County on December 22nd, under Clerk's

file No. 1522727, do hereby in all respects approve, adopt, ratify,

and confirm all of the above and foregoing restrictions, covenants and

reservations on property in said Spring Branch Woods, Section Two (2),

WITNESS OUR HANDS at Houston, Texas, on this the 9th day of

February, A. D. 1955.

August Look
August Look

Minnie Look
Minnie Look

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared

AUGUST LOOK and wife, MINNIE LOOK, personally known to me to be the persons

whose names are subscribed to the foregoing instrument, and acknowledged to me

that they executed the same for the purposes and consideration therein expressed.

And the said Minnie LOOK, having been examined by me privately and apart from her

husband, and having the same fully explained to her, she, the said Minnie LOOK,

acknowledged such instrument to be her act and deed, and declared that she had

voluntarily signed the same for the purposes and consideration therein expressed,

and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 9th day of

February, A. D. 1955.

M. A. Anderson
Notary Public in and for Harris County,
1211 S

73681 1100

EXHIBIT "B"

**PETITION for
AMENDMENT TO RESTRICTIVE COVENANTS
OF SPRING BRANCH WOODS, SECTION TWO**

PAGE 1 of 5 of the PETITION

Currently, the Restrictive Covenants of Spring Branch Woods, Section Two restrict homes in the subdivision to one (1) story homes. By signing below, you agree that the Restrictive Covenants should be amended to permit homes in the subdivision to be up to two (2) story homes. After being amended, Part C, Paragraph 1. of the Restrictive Covenants of the subdivision will read as follows:

Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private garage for not more than three automobiles.

Nick Johnson, the owner of 9760 Westview, Houston, Harris County, Texas 77055 is requesting this amendment to the Restrictive Covenants. Mr. Johnson is a fellow owner and resident in Spring Branch Woods, Section Two. Mr. Johnson can be reached by telephone at _____.

88 073-09-2644

	OWNER'S SIGNATURE	OWNER'S PRINTED NAME	OWNER'S ADDRESS
1	<i>Shirley Starling</i>	Shirley Starling	713-420-6253 9775 Westview Dr. ✓
2	<i>Cecilia Castellano</i>	Cecilia Castellanos	713-464-1900 ✓ 9774 Westview Dr (832) 201-5684 ✓
3	<i>Judy Coleno</i>	Judy Coleno	1304 Moorhead Dr ✓ 7-14-10
4	<i>Lee Thackeray</i>	LEE THACKERAY	1311, MOORHEAD DR ✓ HOUSTON, TX. 77055
5	<i>Sarah Warren</i>	Sarah Warren	1330 Moorhead ✓ 77055 713-209-8483
6	<i>John Eckert</i>	JOHN ECKERT	1334 MOORHEAD ✓ HOUSTON TX 77055 713-462-9810
7	<i>Jeanne Willis</i>	Jeanne Willis	1331 Moorhead ✓ HOUSTON TX 77055 713-464-9125
8	<i>John R. Etter</i>	JOHN R. ETTER	1327 MOORHEAD ✓ HOUSTON TX 77055 832-465-6959
9	<i>Bruce Linn</i>	Bruce Linn	832-440-1521 ✓ 1323 Moorhead ✓ 77055 810-40-1521
10	<i>Michelle Lore</i>	Michelle Lore	9785 Oakmont Dr. ✓ Houston TX 77055

This Petition will be effective as of July 15, 2010 and will be included as an exhibit to the "Amendment to Restrictive Covenants of Spring Branch Woods, Section Two"

PETITION for
AMENDMENT TO RESTRICTIVE COVENANTS
OF SPRING BRANCH WOODS, SECTION TWO

PAGE 2 of 5 of the PETITION

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SP-92-69-2645
 11 073-465-8941

713-468-1267

	OWNER'S SIGNATURE	OWNER'S PRINTED NAME	OWNER'S ADDRESS
11	<i>[Signature]</i>	E. L. SCHWARTZ	9760 Oak Point
12	<i>[Signature]</i>	Jose R Navarro	832-419-9894 9763 Westview Dr
13	NICHOLAS JOHNSON	<i>[Signature]</i>	9760 WESTVIEW
14	<i>[Signature]</i>	DENNIS E. PIRNIE	713-465-2573 1315 Moorhe AD
15	<i>[Signature]</i>	WADE BLUSTARD	281-250-4488 7335 Moorhe AD
16	<i>[Signature]</i>	Evan Graham	(713) 299-0668 9706 Tappenbeck
17	Gillian Bandini	GILLIAN BANDINI	713-465-8941 9766 Pine Lake.
18	<i>[Signature]</i>	JEANNETTE HOUSER	9779 LARSTON
19	<i>[Signature]</i>	Charleen Jacobson	713-416-7410 9776 Cedarvale
20	<i>[Signature]</i>	Michelle Moran	713-204-8998 9764 Cedarvale Dr

This Petition will be effective as of July 15, 2010 and will be included as an exhibit to the "Amendment to Restrictive Covenants of Spring Branch Woods, Section Two"

PETITION for
AMENDMENT TO RESTRICTIVE COVENANTS
OF SPRING BRANCH WOODS, SECTION TWO

PAGE 3 of 5 of the PETITION

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	OWNER'S SIGNATURE	OWNER'S PRINTED NAME	OWNER'S ADDRESS
21	<i>Sally L. Canty</i>	SALLY L. CANTY	9775 HARSTON ⁷¹³⁻⁴⁵⁵⁻⁰⁷¹⁸ 77055
22	<i>Julie Browning</i>	Julie Browning	9781 Cedardale Drive ⁷¹³⁻⁶⁴⁷⁻⁸¹⁸⁷ 77055
23	<i>Michael A. Wolf</i>	MICHAEL A. WOLF	9762 WESTVIEW DR 77055
24	<i>Alida Brown</i>	ALIDA BROWN	9770 Larston ⁷¹³⁻⁹⁶²⁻⁹¹⁶⁶ 77055
25	<i>Larry Mertz</i>	LARRY MERTZ	1338 MOORHEAD DR ⁷¹³⁻⁹³²⁻⁸⁹⁰⁷ 77055
26	<i>Becky Mombenger</i>	Becky Mombenger	9769 Tappenbeck ²⁸¹⁻⁴⁹⁶⁻²⁰⁰⁰
27	<i>RW Morris</i>	RW Morris	9713 Oak Point ⁷¹³⁻⁵⁵⁵⁻⁷⁰⁰⁹
28	<i>Mary Crowder</i>	MARY CROWDER	9781 Westview
29	<i>Marc & Melissa Deer</i>	MARC & MELISSA DEER	9770 Tappenbeck ⁷¹³⁻⁶⁸¹⁻¹¹⁰⁰
30			

This Petition will be effective as of July 15, 2010 and will be included as an exhibit to the
"Amendment to Restrictive Covenants of Spring Branch Woods, Section Two"

**PETITION for
AMENDMENT TO RESTRICTIVE COVENANTS
OF SPRING BRANCH WOODS, SECTION TWO**

PAGE 4 of 5 of the PETITION

Currently, the Restrictive Covenants of Spring Branch Woods, Section Two restrict homes in the subdivision to one (1) story homes. By signing below, you agree that the Restrictive Covenants should be amended to permit homes in the subdivision to be up to two (2) story homes. After being amended, Part C, Paragraph 1. of the Restrictive Covenants of the subdivision will read as follows:

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RP 073-09-2647

	OWNER'S SIGNATURE	OWNER'S PRINTED NAME	OWNER'S ADDRESS
31	<i>[Signature]</i>	DAN GERMANU	9774 Larston
32	<i>[Signature]</i>	Joy Kuebler	9777 Larston ⁷¹³⁻³⁵⁵⁻⁸⁸⁸⁸
33	<i>[Signature]</i>	Derek Hansen	9783 Westview ²⁸¹⁻⁷⁸⁷⁻²⁵²⁴
34	<i>[Signature]</i>	HO KIN YU	9769 Westview ⁷¹³⁻⁴⁶⁴⁻⁹⁵²⁴
35	<i>[Signature]</i>	MRS J.F. BAKER	1339 Moorhead ⁷¹³⁻⁴⁶⁷⁻⁹⁸²⁴
36	<i>[Signature]</i>	Phillip G. Hedge	9776 Larston
37	<i>[Signature]</i>	Nancy Green	9773 Larston ^{713 (51) 9101}
38	<i>[Signature]</i>	Sallye Johnson	9778 Larston St ⁷¹³⁻⁹⁷³⁻¹³⁷¹
39	<i>[Signature]</i>	Steven Roberts	9760 Cedarvale ⁷¹³⁻⁷⁶²⁻³⁷⁵⁸
40	<i>[Signature]</i>	Reta Cook	9756 Cedarvale ^{713 -}

This Petition will be effective as of July 15, 2010 and will be included as an exhibit to the "Amendment to Restrictive Covenants of Spring Branch Woods, Section Two"

722-7518

**PETITION for
AMENDMENT TO RESTRICTIVE COVENANTS
OF SPRING BRANCH WOODS, SECTION TWO**

PAGE 5 of 5 of the PETITION

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RP 073-09-2648

	OWNER'S SIGNATURE	OWNER'S PRINTED NAME	OWNER'S ADDRESS	
41	<i>Kimberly McSherry</i>	Kimberly McSherry	9780 Westview, 77055	913-932-9889
42	<i>Randy James</i>	Randy James	9777 Oakpt. 77055	
43	<i>Milce Huzarek</i>	Milce Huzarek	9772 - Cedar Dale 34641330 70 Rollingwood - 832-3772641	
44	<i>Milce Huzarek</i>	Milce Huzarek	10 Rollingwood 832-3772641	
45	XXXX	XXXX	9758 Cedar Dale	
46	<i>Thomas Horvath</i>	Thomas Horvath	9770 Oakpoint 713870-1846	
47	<i>Kathy Manker</i>	Kathy Manker	9781 Oak Point Dr 713-401-9321	
48	<i>Sue Wells</i>	Sue Wells	9798 Pine Lake	713-967-9656
49	<i>Fendy Price</i>	FENDY PRICE	9780 Cedar Dale Drive	
50	<i>Mary A Grass</i>	Mary Grass	9773 Westview 713-465-1095	832-476-5066

This Petition will be effective as of July 15, 2010 and will be included as an exhibit to the "Amendment to Restrictive Covenants of Spring Branch Woods, Section Two"

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

HP 073-09-2649

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 set forth herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 22 2010



Dorely B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS