

150-00-0726

L498177

AMENDMENT TO

01/11/88 00559713 L498177 \$ 7.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

STERLING GREEN, SECTION FIVE

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions recorded on April 28, 1978 at Document File Number F504834 and at Film Code 189-02-0908, et. seq. of the Official Public Records of Real Property of Harris County, Texas; which said instrument establishes Covenants, Conditions and Restrictions on the following described property:

All those lots described in the plat of STERLING GREEN, SECTION FIVE, recorded in Volume 252, Page 42 of the Map Records of Harris County, Texas.

WHEREAS, ARTICLE III, SECTION 1 provides:

Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Any such dwelling shall have either a carport or a garage, for no less than one (1) car; providing, however, that any such carport design has been approved in writing by the Architectural Control Committee prior to construction. Nor shall any dwelling exclusive of open porches, carports or garages, or patios be permitted on any Lot in this subdivision at a cost of less than \$20,000, based on cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

WHEREAS, ARTICLE III, SECTION 7 provides:

Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities.

WHEREAS, it is the desire of the majority of the members of the Sterling Green Community Improvement Association to amend the said Article III, Section 1 and the said Article III, Section 7 by execution of this Amendment, as is evidenced by the property owner signatures filed on December 23, 1987 at Document File Number L478529 and at Film Code 123-00-0715, et. seq. of the Official Public Records of Real Property of Harris County, Texas, so that the value, desirability and attractiveness of the land may be enhanced and protected;

150-00-0727

NOW, THEREFORE, pursuant to Article VII, Section 1 relating to changing such restrictions, the following amendments to the Covenants, Conditions and Restrictions described above are adopted and shall apply hereafter:

ARTICLE III, SECTION 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height save and except that one outbuilding may be permitted on any Lot as provided in Article III, Section 7. Any such dwelling shall have either a carport or a garage, for no less than one (1) car; providing, however, that any such carport design has been approved in writing by the Architectural Control Committee prior to construction. Nor shall any dwelling exclusive of open porches, carports or garages, or patios be permitted on any Lot in this subdivision at a cost of less than \$20,000, based on cost levels prevailing on the date these covenants are recorded. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

ARTICLE III, SECTION 7. Use of Temporary Structures. No structure, other than the permanent residence, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence. One outbuilding used for accessory storage or other normal residential purposes may be constructed or moved onto each lot. Such building shall be limited to no more than eight (8) feet in height and one hundred twenty (120) square feet in area, as measured from the exterior walls. Such outbuilding shall be constructed or placed within a backyard surrounded by a wooden fence between six (6) and eight (8) feet in height and shall be reasonably screened from public view. Its placement shall not interfere with any easements located on said lot. The location, outbuilding plans, materials and quality of construction shall be subject to approval of the Architectural Control Committee or any other committee hereafter designated by the Board of Directors for such purpose. Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities.

IN WITNESS WHEREOF, this amendment of the Declaration of Covenants, Conditions and Restrictions is executed on this 31st day of December, 1987.

STERLING GREEN
COMMUNITY IMPROVEMENT ASSOCIATION

By: Jesse W Perkins
Jesse W. Perkins
President

Attest: Mary Newman
Mary Newman
Secretary

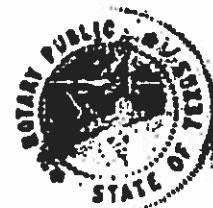
150-00-0728

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jesse W. Perkins, President, Sterling Green Community Improvement 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 expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of December, 1987.

Cynthia A. Victorino
Cynthia A. Victorino
Notary Public in and for the State of Texas
My Commission Expires 3/12/89



THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mary Newman, Secretary, Sterling Green Community Improvement 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 expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of December, 1987.

Cynthia A. Victorino
Cynthia A. Victorino
Notary Public in and for the State of Texas
My Commission Expires 3/12/89



File and Return to:

Sterling Green C.I.A.
c/o C.I.A. Services, Inc.
11811 East Freeway, Suite 330
Houston, Texas 77029

NOTARY PUBLIC
COUNTY OF HARRIS
STATE OF TEXAS
JAN 11 1988
COUNTY CLERK
HARRIS COUNTY, TEXAS



JAN 11 1988
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:30 A.M.

JAN 11 1988

Quita Rodriquez
County Clerk, Harris County, Texas