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K17-27-73 53611 07 57000 11 0 00 7.00

*Amend.*

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

113-91-1257

THE STATE OF TEXAS §  
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS

7b THAT, WHEREAS by that certain instrument (the "Declaration") designated as Declaration of Covenants, Conditions and Restrictions, executed by Homecraft Corporation, a Texas corporation (hereinafter referred to as "Declarant") on March 3, 1978 and recorded in the Office of Harris County Clerk under File No. F504836, Deed Records of Harris County, Texas covering that certain property (the "Property") in STERLING GREEN, a subdivision in Harris County, Texas, described as follows:

All those lots described in the plat of STERLING GREEN, SECTION SIX, recorded in Volume 262, Page 40, of the Map Records of Harris County, Texas; *10c*

WHEREAS, it is the desire of the Declarant to amend Article III of the Declaration by execution of this Amendment which will be controlling where inconsistent with such Declaration;

NOW, THEREFORE, the Declarant, with the approval of Gibraltar Savings Association, lienholder of the Property, hereby adopts, establishes, and imposes upon the Property and declares the following reservations, restrictions, covenants, and conditions applicable thereto, which shall be incorporated in the Declaration as Section 16 of Article III, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof:

Section 16. Drainage. The Declarant has determined that, in order for the Properties to adequately drain, certain grading requirements shall be required for the Lots in the Properties. As a result thereof, no Owner shall do anything to interfere with such established drainage pattern and any fencing, landscaping or other use of the Lots shall be constructed and maintained so as to cause no interference therewith. Anything constructed or planted which in fact interferes with the planned drainage shall be removed immediately upon receipt of notice thereof from the Architectural Control Committee. If such is not removed within ten (10) days from receipt of such notice, the Association may cause the removal of same and shall be entitled to recover the cost of such removal from the Owner.

113-91-1258

EXECUTED this 28<sup>th</sup> day of November, A.D. 1978.

ATTEST:

U.S. Home Corporation, successor to  
Homecraft Corporation  
Assistant SecretaryBy   
Division Vice President

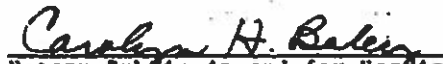
THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared Janet Dean Division, Vice President of U.S. Home Corporation, successor to Homecraft Corporation, 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 28<sup>th</sup> day of November, A.D. 1978.



  
Notary Public in and for Harris  
County, Texas

CAROLYN BAILEY  
Notary Public in and for Harris County, Texas  
My Commission Expires December 2, 1978

113-91-1528

Return to:

Homecraft Land Development  
2630 Westridge  
PO Box 20147  
Astrodome Station  
Houston, T. 77005  
ATTN: Rick Gadd

113-91-1259

FILED  
NOV 29 3 24 PM 1978  
*[Signature]*  
CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
the Number Sequence on the date and at the time specified  
hereon, to, from, and was RECORDED in the Official  
Public Records of Real Property of Harris County, Texas on

NOV 29 1978



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

113-91-1259