

Amended L498175

01/11/88 00559711 L498175 \$ 11.00

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
STERLING GREEN, SECTIONS ONE, TWO, FOUR AND EIGHT

150-00-0718

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 executed on July 28, 1976 and filed at Document File Number E893512 and at Film Code 149-06-1305, et. seq. of the Official Public Records of Real Property of Harris County, Texas and by an amendment thereof filed on December 13, 1976 at Document File Number E979589 and at Film Code 154-17-1139, 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:

Lots Fifteen (15) through Twenty (20) inclusive, Block 8, described in the plat thereof of STERLING GREEN, SECTION ONE, recorded in Volume 218, Page 110, of the Map Records of Harris County, Texas; and

All those lots described in the plat of PARTIAL REPLAT OF STERLING GREEN, SECTION ONE, recorded in Volume 231, Page 101, of the map records of Harris County, Texas SAVE AND EXCEPT Lots 27, 28, 29, 30, 37, 38, and 39 of Block 7.

All those lots described in the plat of STERLING GREEN, SECTION TWO, recorded in Volume 233, Page 15 in the Map Records of Harris County, Texas.

WHEREAS, by that certain instrument designated as Annexation of Certain Lots in Sterling Green, Partial Replat "E" recorded on December 30, 1976 and filed at Document File Number E999530 and at Film Code 156-02-2443, et. seq. of the Official Public Records of Real Property of Harris County, Texas; which said instrument annexes the following described property and binds them to the Restrictions and Amendment thereto:

Lots One (1) through Thirteen (13), both inclusive, Block One (1);
Lots One (1) through Nineteen (19), both inclusive, Block Two (2);
Lots One (1) through Eighteen (18), both inclusive, Block Three (3);
Lots One (1) through Forty-five (45), both inclusive, Block Four (4);
Lots One (1) through Thirty-six (36), both inclusive, Block Five (5);
Lots One (1) through Eighteen (18), both inclusive, Block Six (6);

According to the plat of STERLING GREEN, SECTION ONE, PARTIAL REPLAT "B", an addition in Harris County, Texas, recorded in Volume 244, at Page 64 of the Map Records of Harris County, Texas.

WHEREAS, by that certain instrument designated as Annexation of Certain Lots in Sterling Green, Partial Replat "B" recorded on October 28, 1977 and filed at Document File Number F352228 and at Film Code 179-02-2582, et. seq. of the Official Public Records of Real Property of Harris County, Texas; which said instrument annexes the following described property and binds them to the Restrictions and Amendment thereto:

Lots One (1) through Twenty-six (26), both inclusive, Block Seven (7);
Lots Forty (40) and Forty-one (41), Block Seven (7);
Lots One (1) through Sixteen (16), both inclusive, Block Eight (8);

According to the plat of STERLING GREEN, SECTION ONE, PARTIAL

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REPLAT "B", an addition in Harris County, Texas, recorded in Volume 244, at Page 64 of the Map Records of Harris County, Texas.

WHEREAS, by that certain instrument designated as Amended Annexation of Certain Lots in Sterling Green recorded on May 17, 1979 and filed at Document File Number G084010 and at Film Code 128-85-0638, et. seq. of the Official Public Records of Real Property of Harris County, Texas; which said instrument annexes the following described property and binds them to the Restrictions and Amendment thereto:

All those lots described in the plat of **STERLING GREEN, SECTION FOUR**, recorded in Volume 262, Page 47, of the Map Records of Harris County, Texas.

WHEREAS, by that certain instrument designated as Annexation of Certain Lots in Sterling Green recorded on October 22, 1979 and filed at Document File Number G289706 and at Film Code 142-82-2011, et. seq. of the Official Public Records of Real Property of Harris County, Texas; which said instrument annexes the following described property and binds them to the Restrictions and Amendment thereto:

All those lots described in the plat of **STERLING GREEN, SECTION EIGHT**, recorded in Volume 291, Page 92, 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. Each such dwelling as previously described in SECTION ONE and the PARTIAL REPLAT OF SECTION ONE shall have an attached or detached garage for no less than two (2) cars. Any such dwelling in SECTION TWO shall have either a carport or 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. No building of any kind or character shall ever be moved onto any Lot within said subdivision. A minimum of 25% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction.

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

150-00-0720

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;

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. Each such dwelling as previously described in SECTION ONE and the PARTIAL REPLAT OF SECTION ONE shall have an attached or detached garage for no less than two (2) cars. Any such dwelling in SECTION TWO shall have either a carport or 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. A minimum of 25% of the first floor wall area to the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction.

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 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.

150-00-0721

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

THE STATE OF TEXAS
COUNTY OF HARRIS

150-00-0722

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

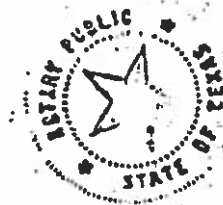


THE STATE OF TEXAS
COUNTY OF HARRIS

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

NOTARIZATION OF THIS INSTRUMENT BY THE NOTARY PUBLIC, ON BEHALF OF THE SIGNER, IS A NECESSARY STEP IN THE PROCESS OF RECORDING THIS INSTRUMENT IN THE PUBLIC RECORDS OF THE STATE OF TEXAS. THE SIGNER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE NOTARY PUBLIC. THE NOTARY PUBLIC IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE SIGNER.



JAN 11 1988

John L. Ladd
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:30 A.M.

JAN 11 1988

John L. Ladd
County Clerk, Harris County, Texas