

**S649149**

**514-87-1651**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE COLONIES,  
CONCORD COLONY (SECTION ONE)  
(A RESIDENTIAL SUBDIVISION)**



*Amend*

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

09/02/97 200501659 S649149 \$15.00

**WHEREAS, CARMA DEVELOPERS (TEXAS), INC.,** a Texas Corporation (the "Declarant") filed the original "Declaration of Covenants, Conditions and Restrictions for The Colonies, Concord Colony (Section One) (A Residential Subdivision)" in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. F339401 and Film Code Nos. 178-05-2425 through 178-05-2442 (hereinafter referred to as the "Declaration"); and

**WHEREAS,** the Declaration is applicable to that certain tract of land (sometimes referred to herein as the "Subdivision") situated in Harris County, Texas, which has been platted and subdivided as THE COLONIES CONCORD COLONY (SECTION ONE) per the Map or Plat thereof recorded in Volume 246, Page 143 of the Map Records of Harris County, Texas; and

**WHEREAS,** Article VI, Paragraph 6.02 of the Declaration provides in pertinent part as follows:

**6.2 Amendment to the Above Deed Restrictions:** The covenants, conditions and restrictions of this Declaration shall run with and bind the property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority (each Lot being entitled to one vote) of the then Homeowners elect to annul or amend the restrictions by instrument duly recorded prior to the expiration date....

*B*  
*K*

**WHEREAS**, CONCORD COLONY HOMEOWNERS ASSOCIATION, INC. (the "Association") is an existing Texas Non-Profit Corporation. The Association is a "property owners' association" as that term is defined in Chapter 204 of Title 11 of the Texas Property Code, with jurisdiction over THE COLONIES, CONCORD COLONY (SECTION ONE). The property owners within THE COLONIES, CONCORD COLONY (SECTION ONE) constitute the mandatory membership of the Association; and

**WHEREAS**, The Association's Board of Directors recently met and RESOLVED to submit two (2) proposed deed restriction amendments to its membership (i.e., the property owners, as aforesaid). Such proposed amendments were circulated to all property owners, within the Subdivision, each of whom was given an opportunity to sign a signature page/ballot reflecting approval of the proposed amendments. The affirmative vote of the owners of 161 of the 307 total Lots was obtained prior to the expiration date of the Declaration.

**NOW, THEREFORE**, effective upon the recording hereof in the Official Public Records of Real Property of Harris County, Texas, the Declaration is hereby amended as set forth hereinbelow.

Article II of the Declaration is hereby amended to add the following Paragraph 2.6:

2.6 Any Lot currently owned by the Association or which may be owned by the Association in the future may be used as a common area set aside for recreational or civic purposes or maintained as green space. When owned by the Association and used as such, these lots are not bound by the restrictions set forth in Article III hereof. If such lots should be sold by the Association as parks to the County of Harris, the City of Houston, or a municipal utility district, they will continue to be free from the restrictions set forth in Article III hereof as long as they are maintained by those entities as parks. In any other case, the lots are bound by the restrictions in Article III hereof.

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Should such lots be sold to any entity other than the Association, the County of Harris, the City of Houston, or a municipal utility district, the lots are bound by the restrictions in Article III.

Article V of the Declaration is hereby amended to add the following Paragraph 5.9:

5.9 Lots used as common areas set aside for recreational or civic purposes or maintained as green space under conditions set forth in Article II, section 2.6 hereof, are exempt from the annual assessment described in Article V, section 5.1 hereof. This exemption is valid only for periods of time in which said lots are used as common areas under the conditions set forth in Article II, section 2.6 hereof. The annual assessment of such lots will resume when said lots are no longer used as common areas under the conditions described in Article II, section 2.6 hereof.

Effective immediately upon the recording hereof, all Lots in THE COLONIES, CONCORD COLONY (SECTION ONE), shall be held, sold and conveyed subject to the foregoing amendment to the original Declaration, and except for the amendment described hereinabove, all Lots within THE COLONIES, CONCORD COLONY (SECTION ONE) shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the original Declaration.

**CONCORD COLONY HOMEOWNERS ASSOCIATION, INC.**, a Texas Non-Profit Corporation, is a signatory hereof for the purpose of evidencing its approval of this First Amendment to the Declaration and to certify that it circulated the First Amendment to all property owners within THE COLONIES, CONCORD COLONY (SECTION ONE) as listed in its corporate membership records, which membership records are routinely updated, and to further certify that the affirmative vote of more than a majority of the referenced property owners was obtained for the First Amendment as required by the Declaration. T h e

signature pages/ballots will be retained by the Association for a period of time not less than five (5) years from the date this instrument is recorded.

In the event that all or any portion of this First Amendment to the Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, and all appeals and/or administrative remedies have been exhausted, the original Declaration referenced hereinabove shall be construed as if this First Amendment had never been executed and/or recorded.

EXECUTED this 6th day of August, 1997.

CONCORD COLONY HOMEOWNERS ASSOCIATION, INC. *for*

BY: *J. Gause*  
JAY GAUSE, President

ATTEST:

*Randy Bonnette*  
Randy Bonnette, Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAY GAUSE, President of CONCORD COLONY HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he 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 6th day of August, 1997.

*Carol Lindley*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



RETURN TO:  
MICHAEL T. GAINER  
Attorney at Law  
5100 Westheimer, Suite 300  
Houston, Texas 77056

FILED FOR RECORD  
8:00 AM

SEP 22 1997  
*Beverly B. Feigman*  
County Clerk, Harris County, Texas