

541428

020-89-1675

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF SUFFOLK CHASE

07/27/82 8919327 1428 11.00

THIS DECLARATION AMENDMENT is made as of the date hereafter set forth by Suffolk, Inc., a Texas corporation ("Suffolk"), Residential Developments Pty. Ltd., an Australian corporation ("Residential"), Nicholas J. Palermo, Danny Palermo, and Churchill, Inc.

W I T N E S S E T H:

WHEREAS, Suffolk adopted and established restrictive covenants applicable to the use and occupancy of that certain tract of land containing approximately 20.5 acres developed as Suffolk Chase (the "Subdivision"), as more particularly set forth in an instrument styled Declaration of Covenants, Conditions and Restrictions (Suffolk Chase) dated May 5, 1978, and recorded under Clerk's File No. F587038 in the Official Public Records of Real Property of Harris County, Texas (hereinafter referred to as the "Restrictions"); and

WHEREAS, Section 2 of Article X of the Restrictions provides it may be amended by an instrument executed by Owners of two-thirds (2/3) of the total number of Lots in the Subdivision;

and

WHEREAS, the undersigned are the Owners of in excess of two-thirds (2/3) of the total number of Lots in the Subdivision, and wish to amend the Restrictions as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that certain Declaration of Covenants, Conditions and Restrictions for Suffolk Chase dated May 5, 1978, and recorded under Clerk's File No. F587038 of the Official Public Records of Real Property of Harris County, Texas is hereby amended as follows:

1. The following paragraph is hereby added to Section 2 of Article VI:

"The Committee shall have the power and the right, exercisable at its sole discretion, to grant variances to the restrictions set forth herein, including those in Article VIII hereof, in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental

integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant it permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance. Members of the Committee shall have no liability to any person or entity for the exercise in good faith of the variance power granted hereunder and the Association shall indemnify and hold harmless the members of the Committee against all costs or expenses incurred in defending the Committee or any member thereof in the granting or denial of a variance, including attorneys fees and court costs."

2. Section 4 of Article VI of the Restrictions is hereby amended to provide that the duties and powers of the members of the Committee shall cease on and after June 30, 1984 rather than January 1, 1983, although the members of the Committee may voluntarily transfer all of their duties and powers prior to June 30, 1984 as set forth in such section.

3. Section 11 of Article VIII is amended and restated to read in its entirety as follows:

"Section 11. Driveways: Unless the Committee agrees otherwise, each lot shall have driveway access to the street on which the living unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion of the street right-of-way."

The last sentence of Section 11 as it read prior to the foregoing amendment is hereby deleted in its entirety.

020-89-1677

IN WITNESS WHEREOF, this instrument is executed the 19 day of July, 1982.

SUFFOLK, INC.

By: Nicholas J. Palermo
Its: NICHOLAS J. PALERMO
Pres.

RESIDENTIAL DEVELOPMENT, PTY, LTD.

By: Ken Bishop
Its: KEN BISHOP
Vice President

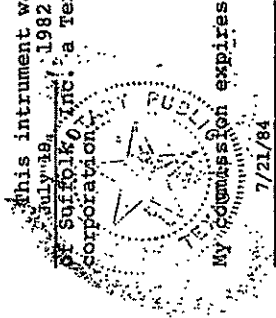
By: Nicholas J. Palermo
Its: NICHOLAS J. PALERMO

By: Danny Palermo
Its: DANNY PALERMO
CHURCHILL, INC.

By: Samuel F. Marshall
Its: SAMUEL F. MARSHALL
President

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on July 19, 1982 by Nicholas J. Palermo, President of Suffolk, Inc., a Texas corporation, on behalf of said corporation.



Laurie Calderon
Notary Public in and for the State of Texas

Laurie Calderon
Name printed or typed

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

020-89-1670

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on July 21, 1982 by Alan Parker, Vice President of Residential Developments Pty. Ltd, an Australian corporation, on behalf of said corporation.

Earleen Yount
Notary Public in and for
the State of Texas
EARLEEN YOUNT
Name printed or typed

My commission expires:

July 16, 1985

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on July 19, 1982 by Nicholas J. Palermo.

Marie S. Powers
Notary Public in and for
the State of Texas
Marie S. Powers
Name printed or typed

My commission expires:

11/3/85

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on July 19, 1982 by Danny Palermo.

Marie S. Powers
Notary Public in and for
the State of Texas
Marie S. Powers
Name printed or typed

My commission expires:

11/3/85

020-89-1679

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on July 19
1982 by ~~XXXXXXXXXX~~ Samuel F. Marshall, President, Marshall, Inc.

Marie S. Powers
Notary Public in and for
the State of Texas

My commission expires: 01/31/85
Name printed or typed
Marie S. Powers

STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in
the number 020-89-1679 on the date and at the time stamped
hereon by me and was duly RECORDED, in the Official
Public Records of said County of Harris County, Texas on



JUL 22 1982
Marie S. Powers
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
JUN 22 12 51 PM 1982
Marie S. Powers
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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

Return to:
Richard L. Rose
6750 West Loop South
Suite 150
Bellaire, Texas 77401