

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COUNTRYSIDE, SECTION ONE

DATED OF TRU:
2858

THE STATE OF TEXAS
COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by instrument dated April 14, 1977, U.S. HOME CORPORATION OF TEXAS, as Declarant, caused to be filed that certain Declaration of Covenants, Conditions and Restrictions at Book 2816, Page 35 et seq. of the Deed of Trust Records of Galveston County, Texas; which said instrument established Covenants, Conditions and Restrictions on the properties described therein; and

WHEREAS, Article IX, General Provisions, Section 3, Amendment, provide as follows:

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Galveston County, Texas.

and

WHEREAS, the undersigned are the Owners of all of the lots contained in COUNTRYSIDE SECTION ONE (1); and

WHEREAS, it is the desire of the parties hereto to amend said Declaration of Covenants, Conditions and Restrictions as hereinafter set out; and

WHEREAS, Article III, Membership and Voting Rights, Section 2, Paragraph 2 presently reads as follows:

Class B. The Class B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership; equal the total votes outstanding in the Class B membership or

(b) January 1, 1986;

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

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and

WHEREAS, it is the desire of U.S. HOME CORPORATION OF TEXAS to amend said Article III, Section 2, Paragraph 2 to read as follows:

Class B. The Class B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership; equal the total votes outstanding in the Class B membership or
- (b) January 1, 1997;

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

and

WHEREAS, Article VII, Section 14 of the Declaration of Covenants, Conditions and Restrictions presently reads as follows:

14. No motor vehicle which is inoperable, either temporarily or permanently, or which exceeds six feet six inches in height, or seven feet six inches in width, or seventeen feet in length may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except operable passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed the height or width or length restrictions set forth herein.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

and

WHEREAS, it is the desire of the parties hereto to amend said Article VII, Section 14 to read as follows:

14. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored,

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on any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits of the parties hereto it is hereby stipulated and agreed by and between the parties hereto that Article III, Section 2, Paragraph 2 of the Declaration of Covenants, Conditions and Restrictions hereinabove referred to shall be amended to read as follows:

Class B. The Class B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership; equal the total votes outstanding in the Class B membership or
- (b) January 1, 1997;

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

and

It is hereby further stipulated and agreed by and between the parties hereto that Article VII, Section 14 of the Declaration of Covenants, Conditions and Restrictions hereinabove referred to shall be amended to read as follows:

14. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way of common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

In all other things, said Declaration of Covenants, Conditions and Restrictions are hereby RATIFIED and CONFIRMED, SIGNED and ACKNOWLEDGED on the date

specified by the signatures of respective parties, the instrument to be effective as of April 14, 1977.

ATTEST:

Lillemor Nerstien
Assistant Secretary

DATE: July 7, 1977

DATE: 7-7-77

DATE: 7-7-77

DATE: 7-7-77

DATE: 7-7-77

ATTEST:

Anita Hagerty Schenk
Secretary

U.S. HOME CORPORATION OF TEXAS

BY: Gary J. Mannon
GARY J. MANNON Vice President

William Paul Verkin
WILLIAM PAUL VERKIN

Guadalupe Edward Martinez
GUADALUPE EDWARD MARTINEZ

Alma Sue Martinez
ALMA SUE MARTINEZ

Dan C. Smith
DAN C. SMITH

Belinda V. Smith
BELINDA V. SMITH

COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.

Michael Thomas
President

DEED OF TRUST

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THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GARY J. HANNON, Vice President of U.S. HOME CORPORATION OF TEXAS, a Texas 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 15th day of July, 1977.

Mariano Argaldua
NOTARY PUBLIC in and for
Harris County, T E X A S

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THE STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM PAUL VERKIN, a single man, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of July, 1977.

Katherine Verkin
NOTARY PUBLIC in and for
Galveston County, T E X A S

THE STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared GUADALUPE EDWARD MARTINEZ, and wife, ALMA SUE MARTINEZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1977.

Katherine Verkin
NOTARY PUBLIC in and for
Galveston County, T E X A S