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**AMENDMENT OF DECLARATIONS
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HAVENSHIRE SUBDIVISION**

Preamble

This Amendment of Declarations of Covenants, Conditions, and Restrictions for Havenshire Subdivision is made on May 31, 1997, at Montgomery, Texas, by Joe D. Havens and Margaret L. Havens d/b/a Havenshire Subdivision ("Declarants"), whose mailing address is 40 La Jolla Circle, Montgomery, Texas, 77356.

Recitals

1. At the date of the execution of this instrument, Declarants own a majority of the lots in Havenshire Subdivision, a subdivision in Montgomery County, Texas, as recorded in Plat Cabinet H, Sheet 167B of the Plat Records of Montgomery County, Texas.

2. Declaration of Covenants, Conditions, and Restrictions for Havenshire Subdivision ("Restrictions") are recorded under File Numbers 9609599 and 9631447, of the Real Property Records of Montgomery County, Texas.

3. In compliance with ARTICLE VII, Section 5, of the Restrictions, Declarants hereby amend the Restrictions as follows:

ARTICLE III, Section 1a. Minimum Square Footage. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways, and servants quarters) in each land parcel shall not be less than 1900 square feet for a one story dwelling and not less than 2,200 square feet for a one and one half or two story dwelling unit.

ARTICLE III, Section 12. Walls, Fences, and Hedges. All fences and walls must be at least four (4) feet in height unless otherwise approved in writing by the Architectural Control Committee. Fences must be of ornamental iron, wood or masonry construction and must be kept in good repair at all times. The express written consent of the Declarant or Architectural Control Committee must be acquired before erecting a fence. Any wall, fence or hedge erected as a protective screening on a plot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any plot in maintaining said protective screening or fence and such failure continues after ten (10) days written notice thereof, Declarant or its assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said plot and cause said protective screening or fence to be repaired or maintained or to do any other thing

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necessary to secure compliance with these restrictions so as to place said protective screening or fence in a satisfactory condition and may charge the Owner or occupant of such plot for the cost of such work, The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

ARTICLE VI, Section 1. Each plot owner in Havenshire, except Developer, is hereby subject to an annual maintenance fee of an amount determined reasonably necessary by the Havenshire Community Improvement Association board of directors, for the purpose of creating a fund to be designated and known as the "maintenance fund". Said maintenance charge and assessment will be paid by the Owner or Owners of each plot within Havenshire to the Havenshire Community Improvement Association. In the discretion of the Board of Directors, owners of multiple plots may be assessed a maintenance charge which may be less than the maintenance charge assessed upon single property owners. The maintenance charge is payable yearly in advance. The maintenance fund assessment shall commence to accrue from the date of the deed or other conveyance of the plot from the Developer to the purchaser. Any assessment not paid within thirty (30) days from due date shall bear interest from due date until paid at the rate of fifteen percent (15%) per annum. The Declarant may loan the Association such monies as Declarant desires to assist the Association in discharging its duties. However, the Association shall repay Declarant all loans with interest at the rate of ten percent (10%) per annum. The rate at which each plot will be assessed will be determined annually, and may be adjusted from year to year as the needs of the subdivision, may in the judgment of the Association, require. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Havenshire. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating permanent rights-of-way, easements and esplanades, taxes on common areas, payment of all legal and other expenses, incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Directors of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Directors in the expenditure of said funds or the variance in maintenance charge assessments on multiple-plot owners shall be final and conclusive so long as such judgment is exercised in good faith.

4. This Amendment of Declarations of Covenants, Conditions, and Restrictions for Havenshire Subdivision, amends the original Declaration of Covenants, Conditions, and Restrictions

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for Havenshire Subdivision, as recited above and in all other things, confirms the original Declaration of Covenants, Conditions, and Restrictions for Havenshire Subdivision, as originally recorded, and this amendment shall be effective as of the date set out first above.

Executed the date first written above, at Montgomery, Texas.

Declarants:

Joe D. Havens
Joe D. Havens

Margaret L. Havens
Margaret L. Havens

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MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

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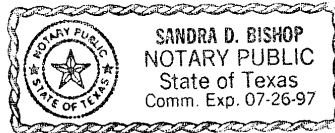
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on May 31, 1997 by Joe D. Havens and Margaret L. Havens.

Sandra D. Bishop
Notary Public



After Recording Return to:
Havenshire Subdivision
40 La Jolla Circle
Montgomery, Texas 77358

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

JUN 16 1997

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May 20, 1997



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS