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6 Amend 6

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
LAKESIDE PLACE, SECTION SEVEN (7)

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

WHEREAS, GEORGIAN COURT, INC., a Texas corporation (hereinafter called the "Corporation") executed that certain Declaration of Covenants, Conditions, and Restrictions Lakeside Place, Section Seven (7) on July 1, 1978, (hereinafter called the "Declaration"), which Declaration was filed of record in the Official Real Property Records of Harris County, Texas, on July 7, 1978, under File No. F671338, and recorded under Film Code Reference No. 199-18-2075; and

WHEREAS, James Herzberg, Attorney-in-Fact for those individuals listed in Exhibit "A" attached thereto, executed that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions Lakeside Place, Section Seven (7) on February 23, 1993, (hereinafter called the "First Amendment"), which First Amendment was filed of record in the Official Real Property Records of Harris County, Texas, on February 26, 1993, under File No. P108792, and recorded under Film Code Reference No. 120-58-2926; and

WHEREAS, the undersigned, pursuant to the power granted in subparagraph thirty-four (34) of the Declaration entitled "Amendment to the Above Deed Restrictions," desire to amend the Declaration as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being the record owners (as shown by the Official Real Property Records of Harris County, Texas) of not less than seventy-five percent (75.00%) of the real property comprising **LAKESIDE PLACE, SECTION SEVEN (7)**, according to the plat filed of record in the office of the Clerk of Harris County, Texas, in Volume 249, Page 66, of the Map Records, do hereby amend the Declaration by:

I.

(i) Deleting the first "WHEREAS" paragraph on page one (1) which states:

Whereas, GEORGIAN COURT, INC., a Texas corporation, herein called "Declarant", being owner of that certain 10.727 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as LAKESIDE PLACE, SECTION SEVEN (7), according to the plat filed of record in the office of the Clerk of Harris County, Texas, in Volume 249, Page 66, of the Map Records, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said LAKESIDE PLACE, SECTION

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SEVEN (7), for the benefit of the present and future owners of said lots and the APRIL VILLAGE COMMUNITY ASSOCIATION, INC.:

Lots One (1) through Sixteen (16), both inclusive, in Block One (1);

Lots One (1) through Thirty-One (31), both inclusive, in Block Two (2);

All of said lots being in LAKESIDE PLACE, SECTION SEVEN (7), according to map or plat thereof, recorded in Volume 249, Page 66, Map Records of Harris County, Texas.

(ii) Inserting in lieu thereof the following, to-wit:

WHEREAS, GEORGIAN COURT, INC., a Texas corporation, herein called "Declarant", being owner of that certain 10.727 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as LAKESIDE PLACE, SECTION SEVEN (7), according to the plat filed of record in the office of the Clerk of Harris County, Texas, in Volume 249, Page 66, of the Map Records, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said LAKESIDE PLACE, SECTION SEVEN (7), for the benefit of the present and future owners of said lots and the **PROPERTY OWNERS ASSOCIATION OF LAKESIDE PLACE SECTION 7, INC.**:

Lots One (1) through Sixteen (16), both inclusive, in Block One (1);

Lots One (1) through Thirty-One (31), both inclusive, in Block Two (2);

All of said lots being in LAKESIDE PLACE, SECTION SEVEN (7), according to map or plat thereof, recorded in Volume 249, Page 66, Map Records of Harris County, Texas.

II.

(i) Deleting Section 2 entitled "Architectural Control" on page two (2) which states:

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Northrup Peck, Carolyn Monroe Peck and Kenneth A. Suminski, or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevations. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby agrees to

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assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted by it to the April Village Community Association, Inc., when one hundred percent (100%) of all the lots in LAKESIDE PLACE, SECTION SEVEN (7), are sold and improvements are completed and occupied by residents.

(ii) Inserting in lieu thereof the following, to-wit:

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevations. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

III.

(i) Deleting the definition of "Association" in Section 20(a) on page twelve (12) which states:

"Association" shall mean and refer to APRIL VILLAGE COMMUNITY ASSOCIATION, INC., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.

(ii) Inserting in lieu thereof the following, to-wit:

"Association" shall mean and refer to **PROPERTY OWNERS ASSOCIATION OF LAKESIDE PLACE SECTION 7, INC.**, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.

IV.

(i) Deleting the definition of "Common Area" in Section 20(d) on page twelve (12) which states:

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

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Lots Eleven (11) and Twelve (12), in Block Four (4) of APRIL VILLAGE, Section One (1), according to the Map or Plat thereof recorded in Volume 250, Page 8 of the Map Records of Harris County, Texas.

(ii) Inserting in lieu thereof the following, to-wit:

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: **NONE.**

V.

(i) Deleting Section 21 entitled "Maintenance Assessments" on page 13 which states:

Declarant imposes on each Lot owned within the properties and hereby covenants and each Owner of any Lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the APRIL VILLAGE COMMUNITY ASSOCIATION, INC. without recourse on Declarant in any manner for the payment of said charge and indebtedness.

(ii) Inserting in lieu thereof the following, to-wit:

Declarant imposes on each Lot owned within the properties and hereby covenants and each Owner of any Lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by

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them. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the **PROPERTY OWNERS ASSOCIATION OF LAKESIDE PLACE SECTION 7, INC.** without recourse on Declarant in any manner for the payment of said charge and indebtedness.

VI.

(i) Deleting paragraph thirty-four (34) entitled "Amendment to the Above Deed Restrictions" on page eighteen (18) which states:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

(ii) Inserting in lieu thereof the following, to-wit:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

This instrument may be executed in multiple counterparts, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by any party, and shall bind any party signing a counterpart hereof regardless of whether the same or any other counterpart hereof is executed by any other party intending to be or become a party hereto.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the 16th day of November, 2011.

PROPERTY OWNERS ASSOCIATION OF LAKESIDE PLACE SECTION 7, INC.

By: Ross E. Bartlett

Ross E. Bartlett, Director

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ADOPTION

ATTEST:

By: [signature]

Print name: Tyler D. Hall

Title: Director

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

NOV 18 2011

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDERS' MEMORANDUM: The additions on this instrument were present at the time instrument was filed and recorded.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ross E. Bartlett, Director of the Property Owners Association of Lakeside Place Section 7, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expresses, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of November, 2011.

DAVID ALLEN RIEWE
MY COMMISSION EXPIRES
April 29, 2013

[signature]
Notary Public in and for
The State of Texas

WHEN RECORDED, RETURN TO:
Branch M. Sheppard
Johnson DeLuca Kurisky & Gould, P.C.
4 Houston Center
1221 Lamar, Suite 1000
Houston, Texas 77010

FILED
2011 NOV 18 AM 10:20
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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