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005-96-2426

STATE OF TEXAS :

COUNTY OF HARRIS :

01/28/82 00060397 H309840 \$ 5.00

AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GREENBRIAR COLONY TOWNHOUSE ASSOCIATION NO. 1, INC.

WHEREAS LORENZO CONSTRUCTION COMPANY . recorded

the Declaration of Covenants, Conditions and Restrictions at Harris County
Clerk's File No. G705641; and

WHEREAS, FEDERAL NATIONAL MORTGAGE ASSOCIATION has asked that cer-
tain provisions be added to such Declaration of Covenants, Conditions and
Restrictions relative to rights of mortgagees; and

WHEREAS, the right to amend such Declaration of Covenants, Condi-
tions and Restrictions is reserved on behalf of the declarant;

NOW, THEREFORE, the Declarant, LORENZO CONSTRUCTION COMPANY,

does hereby amend such Declaration of Covenants, Conditions
and Restrictions recorded at Harris County Clerk's File No. G705641 as follows:

Article IV section 13 is hereby added as follows:

Eminent Domain. (a) General Provisions. If all or any part of the
common area is taken or threatened to be taken by condemnation, eminent domain,
or by any other similar power, the Board and each owner shall be entitled to
participate in the proceedings incident thereto at their respective expense.
The Board shall give written notice of the existence of such proceedings to all
owners and mortgagees known to the Board. The expense of participation in such
proceedings by the Board shall be born by the maintenance fund. The Board is
specifically authorized to obtain and pay for such assistance from attorneys,
appraisers, architects, engineers, expert witnesses and other persons as the
Board in its discretion deems necessary or advisable to aid to advise it in
matters related to such proceedings. All damages or awards for any such takings
shall be deposited with the Board acting as Trustee, and such damages or awards
shall be applied or paid as provided herein.

(b) Common Elements; Limited Common Elements Not Subject to
Exclusive Use. In the event that an action in eminent domain is brought to
condemn a portion of the Common Elements, or any Limited Common Elements that
are not exclusively limited to the use of the owner of one lot. The Board
shall have the sole authority to determine whether to defend or resist any
such proceedings; to make any settlement with respect thereto; of such condem-
nation proceeding. With respect to any such taking of Common Elements or
Limited Common Elements, all damages and awards shall be determined for such
taking as a whole and not for each owner's interest therein. After the damages
or awards for such taking are determined, such damages or awards shall be paid
to each owner in proportion to his percentage interest. The Board may, if
it deems advisable, call a meeting of the Association, at which meeting the
members, by a majority vote, shall decide whether to replace or restore as far
as possible the Common Elements or such Limited Common Elements so taken or
damaged.

(c) Taking of less than Two-Thirds of Units and Limited Common
Elements Subject to Exclusive Use. In the event that any eminent domain
proceeding results in the taking of or damage to one or more, but less than
two-thirds or those Limited Common Elements reserved for the exclusive use of
the Owners of one lot, then the damages and award for such taking and the
payment thereof shall be determined in accordance with the following:

005-96-2427

(1) The Board shall determine which of the lots and townhouses damaged by such taking may be tenantable and which Limited Common Elements may be usable for the purposes set forth in this Declaration.

(2) The Board shall determine whether it is reasonably practicable to operate the remaining townhouses and Limited Common Elements (including those which may be made tenantable or usable) in the manner prescribed in this Declaration.

(3) With respect to those Townhouses and Limited Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the owner who owns such Townhouse or has the exclusive right of use of the Limited Common Elements, or to their mortgagee, as their interest may appear, and the remaining portion of such Townhouse and Limited Common Elements, if any, shall be a part of the Common Element and the repair and use thereof shall be determined by the Board. Those Units which may not be made tenantable shall no longer be a part of the Parcel and the percentage interest appurtenant to each remaining Townhouse of the Parcel shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of owners. After making such adjustment the Board will cause an instrument reflecting the new percentage interests appurtenant to each Townhouse to be duly recorded.

(d) Taking in Excess of Two-Thirds of Units and Limited Common Elements subject to Exclusive Use. If the entire Parcel is taken or two-thirds (2/3) or more of the Townhouses and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the owners thereof (or the owners entitled to such exclusive use), in proportion to their percentage interests.

(e) Payment of Awards and Damages. Any damages or awards provided in this Section to be paid to or for the account of any owner by the Board, acting as trustee, subject to the provisions of any mortgage affecting such owner's Townhouse, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Townhouse; secondly, to amounts due under any mortgages; thirdly, to the payment of any unpaid monthly assessments or special assessment charged to or made against the Townhouse; and finally to the owner of such Townhouse.

II.

Article IV, Section 6.c is hereby amended as follows: the following sentence is added to the end of such sub-section: "Declarant shall remain liable for the payment of assessments on his remaining units until all of such units have been conveyed..

Except as herein amended, Declarant does hereby ratify and affirm the Declaration as recorded at Harris County Clerk's File No. 6705641.

LORENZO CONSTRUCTION COMPANY

BY

Wayne Bardwell
WAYNE BARDWELL, PRESIDENT

STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned notary public, on this day personally appeared C. WAYNE BARDWELL, President of LORENZO CONSTRUCTION COMPANY, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of January 1981.

My comm. expires:

9-11-1984

Liane Romigh
Notary Public in and for
Harris County, Texas
LIANE ROMIGH

Return To

TRANSAMERICA TITLE INSURANCE COMPANY
JULIUS MELCHER STATION
P. O. BOX 27396
HOUSTON, TEXAS 77227

Karen M Theiss

005-96-2428

FILED

JAN 20 2 09 PM '82

Quita Lockman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 on

JAN 28 1982



Quita Lockman
COUNTY CLERK,
HARRIS COUNTY, TEXAS